

National Highways Authority of India (Ministry of Road Transport & Highways) (Government of India)

"CONSTRUCTION OF EIGHT LANE EXPRESSWAY STARTING BEFORE KMP EXPRESSWAY AND ENDS AT CH. 47+000 NEAR KHANPUR GHATI (KM 18+500 TO KM 47+000) SECTION OF DELHI - VADODARA GREEN FIELD ALIGNMENT (NH-148N) ON EPC MODE UNDER BHARATMALA PARIYOJANA IN THE STATE OF HARYANA ON EPC MODE"

ENGINEERING PROCUREMENT AND CONSTRUCTION (EPC) AGREEMENT

Between

National Highways Authority of India G-5&6, Sector-10, Dwarka, New Delhi-110075

And

APCO Infratech Private Limited

4th Floor, Universal Trade Tower, Sohna Road, Sector-49, Gurugram-122101 (Haryana)

VOLUME-II (TECHNICAL BID)

July-2019

VOLUME-II

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TECHNICAL BID

Online Submission: 27th December 2018 upto 11 00 Hrs. Physical Submission: 28th December 2018 upto 11.00 Hrs.

"Bid"

"Construction of Eight Lane Expressway starting before KMP Expressway and ends at Ch. 47+000 near Khanpur Ghati (Km 18+500 to Km 47+000) section of Delhi – Vadodara Green field Alignment (NH-148N) on EPC Mode under Bharatmala Pariyojana in the State of Haryana Project"

SUBMITTED TO:

Attn. of.	Mr. Rohin Kumar Gupta
Designation	General Manager (T), Bharatmala Division
Address	National Highways Authority of India,
	G-5 & 6, Sector-10, Dwarka,
	New Delhi-110075
Phone:	-91-11-25074100/200 (Extn 1111)
E-Mail	rohingupta@nhai.org



Submitted By:

APCO Infratech Pvt. Ltd., Universal Trade Tower, 4th Floor, Sohna Road, Sector 48-49, Gurgaon-122101 (Haryana) Ph : 0124-4417300 Fax : 0124-4417349 E-mail: tender@apcoinfra.com Website : <u>www.apcoinfra.com</u>



BID for the Construction of Eight Lane Expressway starting before KMP Expressway and ends at Ch. 47+000 near Khanpur Ghati (Km 18+500 to Km 47+000) section of Delhi - Vadodara Green field Alignment (NH-148N) on EPC Mode under Bharatmala Pariyojana in the State of Haryana Project.

• : .

Name of Applicant: APCO Infratech Pvt. Ltd

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03





INFRATECH PVT.LTD. CIN: US14320P1992PTC013965

Dated: 26th December, 2018

Ref: NHAl/BM/Delbi-Vadodsra/2018/Pkg2

To.

Mr. Rohm Kumar Gupta General Manager (T), Bharatmula Division, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Defhi-110075

Sub:- BID for the Construction of Eight Lanc Expressway starting before KMP Expressway and ends at Ch. 47+000 near Khanpur Ghati (Km 18+500 to Km 47+000) section of Delhi - Vadodara Green field Alignment (NH-148N) on EPC Mode under Bharatmala Pariyojana in the State of Haryana Project

With reference to the above captioned subject matter, in terms of RFP clause 2.11.2 we herewith aze submitting following documents in Original for your kind consideration,

- (a) Original Power of Attorney for signing the BID as per format at Appendix-III;
- (b) BID Security of Rs. 10.18 erore (Rupees ton erore and eighteen lakh only) in the form of Original Bank Guarantee in the format at Appendix-II from a Scheduled Bank;
- (c) Demand Draft towards payment of cost of Bid document of Rs. 1,10.000/- (Rupers One Lakk Ten Thousand Only) in favour of National Highways Authority of India" payable at New Delhi towards cost of Bid document.;
- (d) Bidder shall comply with the provisions of Office Memorandum No. RW/NH 37010/4/2010/PIC-EAP(Printing) dated 22.02.2016md its subsequent amendments if any issued by MoRT&H (Appendix-VI) regarding Integrity Pact (IP) and the Integrity Pact (IP)duly signed by Authorsed signatory shall be submitted by the Bidder with the RFP Bid& shall be part of the Contract Agreement; and
- (c) An undertaking from the person having PoA referred to in Sub. Classe-(a) above that they agree and abide by the Bid documents uploaded by NIFAT and amendments uploaded, if any.
- (f) A copy of certificate generated by the BIMS Postal with the unique Team ID.

Yours faithfully, 66 Sighthalf of APCO Intratech Pvt. Ltd. Chandan Kumar Sinha AGM (Tendering & Estimation)





Encl : As per above

Conservate Office - Universel Paste lower. (1) Floor. 2010 (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997) (1997)

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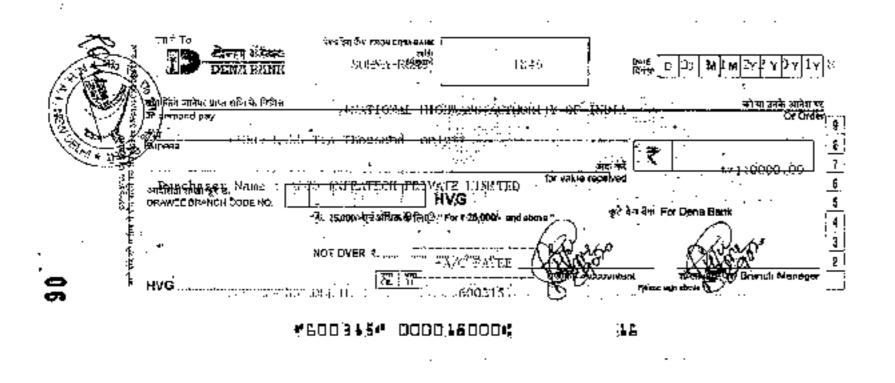
Demand Draft as Cost of Tender Document





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khand, Gomli Nagar, Lucknow-226010



PKG-25

CERTER CONTRACTOR DE CONTRA

1



Bank Guarantee for Bid Security





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khand, Gemti Nagar, Lucknow-226010

B G No.	034418IG8iD0023
Issue Date	24.12.2018
Aniount	Rs.10,18,00,000/
Expliny Date	25.07.2019
Claim Explry Date	25.07.2019

Bank Guarantee for BID Security

- In consideration of you, National Highways Authority of India, having its office at 6-5 & 6. Sector 10, (hvarka, New Delhi - 110075, (hereinalter 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 BCD of APCQ infratech Private Limited, (a Company registered under Companies Act, 1956/2013) and having its registered office at APCO House, B-9, Vibhull Khand, Gomti Nagar, Lucknow, Uttar Pradesh-226010 [hereinafter referred to as the "Bidder" which expression shall onless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and essigns), for the Construction of Eight Lane Expressway starting before KMP Expressway and ends at Ch. 47+000 near Khanpur Ghati (Km 18+500 to Xm 47+000) section of Doihi – Vadodara Green field Alignment (NH-148K) on EPC Mode under Bharatmala Pariyojana in the State of Harvana Project on EPC basis Increinafter referred to as "the Project" [pursuant to the RFP Cocument dated 23.08.2018 issued to respect of the Project and other related documents including without limitation the draft contract Agreement (hereinatter collectively referred to as "Bidding Documents"), we Andhra Bank having our registered office at S-9-11, Dr. Pittabhi Bhavan, Saifabad, Hydrabad-500004 and one of its branches at 16.Vidhan Sabha Marg,Hajrat Ganj, Lucknowr - 226001 (hereinafter reformed to as the "Bonk"), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and fail of u fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RCP Cocument) by the said Brdder and unconditionally and Irrevocably undertake to pay forthwith to the Authority an amount of Rs.10,18,00,000/-(Ruppes ten crore and nighteen lakh only) (hereination referred to as the "Guarantee") as our primary obligation without any demut, reservation, recourse, contest or protest and without reference to the B-ddex if the Bidder shall fail to fulfif or comply with all on any of the terms and conditions contained in the said Bidding Documents.
- Any such written demand made by the Authority stating that the 8 dden is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demun, 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 Bidding Documents Initialing failure of the said Bidder to keep its B.D open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand of a set forth in the said Bidding Documents for any reason whatsoever. Any such demand of adding the Bank whether the Bank shall be conclusive as regards smount due and payable by the Bank whether the Bank shall be conclusive as regards smount due and payable by the Bank whether the Bank shall be conclusive as regards smount due and payable by the Bank whether the Bank shall be conclusive as regards smount due and payable by the Bank whether the Bank shall be conclusive as regards smount due and payable by the Bank whether the Bank shall be conclusive as regards smount due and payable by the Bank whether the Bank shall be conclusive as regards smount due and payable by the Bank whether the Bank shall be conclusive as regards smount due and payable by the Bank whether the Bank shall be conclusive as regards smount due and payable by the Bank whether the Bank shall be conclusive as regards smount due and payable by the Bank apprending Basis Bank apprending Basis Basi

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BGND.	034418IGBID0023
Issue Date	24.12.2018
Amount	Rs.10,18,00,000/-
Expiry Date	25.07.2019
Claim Expiry Date	25.07.2019

- 4 This Guarantee shall be intervotable and remain in full force for a period of 180 (one bundled and eighty) days from the BID Due Date inclusive of a cleim period of 50 (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 sicall continue to be enforceable till all amounts under this Guarantee have been cald.
- 5. We, the Baris, further agree that the Authority shall be the sole judge to decide as to whether the Siddler is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alle, the failure of the Bidder to keep its BID open during the BID validary period set forth in the said Bidding Documents, and the ducision of the Authority that the Bidder is in default as aforesaid situal 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 shell not be affected by any change in the constitution of winding up of the Bidder or the Bank of any absorption, merger or amalgariation of the Bidder or the Sank with any other person.
- in order to give full effect to this Guarantee, the Authority shall be entitled to treat the Back. as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the siability of the Bank under this Guarantee from Life to time to vary any of the terms. and conditions contained in the said Bidding Documents on to extend time for submission of the BIDs or the BID validity period on the period for convoying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the Lorms and conditions contained in the said Bidding Documents by the said Bidder or to pessona for any time and from time to time any of the powers exercisely e by It against the said bidder. and either to enforce or forbear from enforcing why of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Sank shall not be released from its liability under these presents by any everyise by the Authority of the inherity with reference to the matters aforesalis or by reason of time being given to the said. Bidder or any other forbearance, act to omission on the part of the Authority or any indulgence by the Authority to the said 3 dder or by any change in the curstitution of the Authority of its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureflex would bur for rhs. provision have the offect of releasing the Bank from its such liability.
- 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 idail to the Bank at the address set forth Ferein.
- 9. We undertake to make the payment on receipt of your notice of claim on us addressed to Andhra Bank, 16, Vidhan Sabha Marg, Hajrat Ganj, Lucknow – 226001 and delivered at our source band, which shall be deemed to have been duly author sed to receive the salo notice.

Fraint Andiwa Boyk ໂລກປະນະຫຼ 1900/End Knowle Stemph



BGNO.	034418[GBI00023
Issue Date	24.12.2018
Amount	Rs.10,18,00,000/-
Expiry Date	25.07.2019
Claim Expiry Date	25.07.2019

- 10. It shall not be necessary for the Authority to proceed against the sold 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, periodistanding or unrealised.
- We, the Bank. further undertake not to revoke this Guarantee during its currency except with the providus express consent of the Authority in writing
- 12. The Back declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duty authorised and has full power to execute this Guarantee for and on behalf of the Back.
- 13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.10,28,00,000/- (Ruppestien crore and eighteen lakb 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 25th July 2019.
- 14. This guarantee shall also be operatable at our Janakouri Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
- 15. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) plotform & shall invariably send an odvice of this Bank Guarantee to the designated bank of NITAL. The dota is are mentioned below.

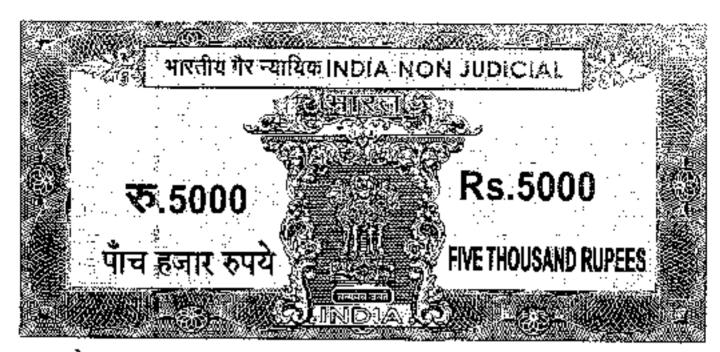
S. No.	Particulars	Detalls
(I.	Abme of Bebeliciary	National Highways Authority of India
2.	Name of Bank	Canara Bank
3.	Account No	85982C1005819
: 4.	IFSC Code	CNRB0308598

Notwithstanding anything contained hereinabove:

- Our bab lity under this Bank Guarantee shall not exceed Rs.10,18,00,000/- (Ruppes : en crure and eighteen lakh only).
- b) This Bank Guarantee shall be valid up to 25.07.2019.
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 25.07.2019, along with the Original Bank Guarantee
- d) Advances to be received against the sasd Bank Quarentee, if any, is to be routed through the customer's account momained with Andhra Bank.

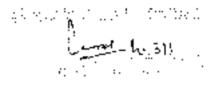


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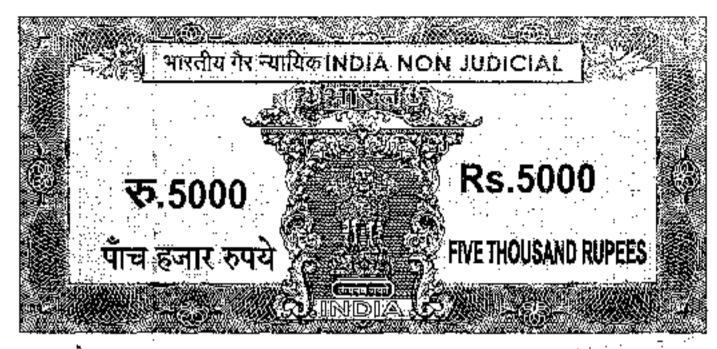
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CN 655508



उल्तर प्रदेश UTTAR PRADESH

B.C. No. 0344.18 1681.75 592.3.... Date of Issue. 29/12/2018 Date of Expiry 25/62/2019 Date of Claim. 32/21/2019 Amount (Rs.) 16/466/2017 Step 35. 55152000 (244)

द्वे अन्य पेत/For Anchita Sank जिन्द्र 3392-जिन्द्र Kanager स्टालक शाल/Lacknow Errorh

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Letter Comprising the Technical Bid





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khand, Gomti Nagar, Lucknow-226010

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INFRATÉCH PVT.LTD. CIN US14320FJ992P7C014964

والكوكير تشرك والإلمانية ترتيب مستوابه والمراجع ووروم

APPENDIX -1A LETTER COMPRISING THE TECHNICAL BID Refer Clause 2 J.4, 2 11 angl 3 1 6;

General Manager (T), National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110075.

Sah: BID for Construction of Eight Lane Expressway starting before KMP Expressway and ends at Ch. 47+000 near Khanpur Ghati (Km 18+500 to Km 47+000) section of Delhi – Vadodara Greén field Alignment (NII-148N) on EPC Mode under Bharatmala Pariyojana in the State of Haryana Project.

Dear Sir,

With reference to your RFP document dated 20.08.2018, I/we, having examined the Bidding Documents and understand their contents, hereby subrait my/our BID for the aforesaid Project. The BiD is unconditional and unqualified.

- 2. If We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contactor for the aforesaid Project, and we certify that all information provided in the Bid and its the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading, and st documents accompanying the BID are true copies of their respective originals.
- 3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and sugmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period
- If We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BED.
- 5. If 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. If We certify that in the last two years, we' any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC & El works, as evidenced by imposition of a penalty by an arbitrat or judicial authority or a judicial prenotucement or arbitration award against us, nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.
- 7 If We declare that:

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(a)

V We have examined and have no reservations to the Bidding Decuments, including any Addendum issued by the Authority; and

What have day conflict of interest in accordance with Clauses 2.2.1 (c) and the REP provinent; and



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- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, operative practice, undeshable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any iender 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) D We hereby contribute that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- (e) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity in Annexore VI were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.
- 8. If 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 fiability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.
- I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Net-Worth criteria and meet(s) the requirements as specified in the RFP document.
- 10. If We declare that we' any Member of the Joint Venture or our/Joint Venture member, are not a Member of any other Joint Venture submitting a BID for the Project.
- 11. U We certify that in regard to matters other than scenarity and integrity of the country, we/ any Member of the Joint Venture or any of out/their Joint venture member have not been convicted by a Court of I aw or indicted or adverse orders passed by a regulatory authority which could east a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 12. If We further certify that in regard to matters relating to security and integrity of the country, we' any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- If We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Veature or against our CEO or any of our directors/ managers/ employees.
- 14. If We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their CIM No. 6/4/2001-DD-it dated 13 7 01, a copy of which forms part of the RFP at Annextre VII of Appendix-IA thereof.
- 15 If We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement appendix its validity. It would, notwithstanding anything to the contrary contained in the Agreement able deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatscever.

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- 17. If 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 Hidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19 U We have studied all the Bidding Documents carefully and also surveyed the project highway and the traffic. We understand that except to the extent as expressly set for thin the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
- 20 If We affer a BID Security of Rs. 10.18 crore (Rupees ten crore and eighteen lakh only) to the Authority in accordance with the RFP Document.
- The BID Security in the form of a Bank Guarantee is attached.
- The documents accompanying the Technical BID, as specified in Clause 2.11.1 of the RFP, have been submitted in separate files.
- 23 If 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 whatsuever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.
- 24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
- 25. If We agree and undertake to abide by all the terms and conditions of the RFP document,
- 26 (We, the Joint Venture agree and undertake to be jointly and severally liable for, all the ubligations of the LiPC Contractor under the Contract Agreemont).
- I' We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due.
 Date specified in the RFP.
- 28 If We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,



Date: 24.12 2018 Place: Gorgaon



Chandan Kumar Siaba AGM (Tendering & Estimation)



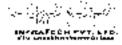
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Details of Bidder



APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khand, Gomti Nagar, Lucknow-2260



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Appendix – IA Armex-I

ANNEX-I Details of Bidder

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	(a)	Name	:	Apeo Infratech Pyt. Ltd. (Formerly Known As Apeo Infratech Limited)
	(b)	Country of Incorporation	:	(NDIA
	(c)	Address of the corporate headquarters and its branch office(s), if any, in India		<u>Head Office:</u> Apco House B-9, Vibhuti Khand, Gomti Nagar Lucknow – 226010 Ph:-0522-4036111 <u>Corperate Office:</u> Universal Trade Tower, 4 th Floor Sector - 49, Sohna Road, Gurgaon – 122 101 (Haryana)
	(d)	Date of incorporation and /or commencement of business:	:	23 rd January 1992 (Copy of Memorandum & Articles of Association is Enclosed.)
2	-	Brief description of the Bidder including details of its main times of business and proposed role and responsibilities in this Project:	:	We are one of the infrastructure development i company doing Reads, Bridges, Building and works in various parts of India. <u>Roles & Responsibilities:</u> Execution of awarded projects and share the responsibilities as per the teams of hid.
		Details of individual(s) who will serve as the point of contact/ communication for the Authority.		
<u> </u>	<u>(a)</u>	Name	. :	Chandan Kumar Sinha
<u>ا</u>	(6)	Designation	:	AGM (Tendering and Estimation)
<u> </u>	<u>(c)</u>	Company	<u>i :</u>	Apco Infratech Pvi. Ltd.
	(d)	Address	:	4th Floor, Universal Trade Tower, Sobna Road,) Sector -49, Gurgaon - 122101 (Haryana)
[]	(e)	Telephone Number	1	0124-4417300
<u></u>	(<u>e)</u>	E-mail Address	1 :	cksinha/#Japcoinfra.com
<u>ا</u>	(2)	Fax Number	<u> </u>	0124-4417349
4		Particulars of the Authorised Signatory of the Bidder:		
1	(a)	Name	:	Chendan Kumar Sinha
	(b)	Designation	:	AGM (Tendering and Estimation)
	(0)	Address	•	14 ²⁰ Floor, Universal Trade Tower, Sohna Road, Sector -49, Gurgaon - 122101 (Haryana)
	(a)	Phone Number	-	0124-4417300
\vdash	(c)	Fax Number / Res. Vel	<u> </u>	0124-4417349
	<u>1 107.</u>		<u> </u>	All SUX
		Kanger		

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- 6(a) If We certify that in the last two years, we' any of the JV partners have neither failed to perform for the works of Expressways, National Highways, ISC & El works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitral award against us, nor been expelled or terminated by Ministry of Road Transport & Highways of its implementing agencies for breach on our part.
- (b) I' We certify that we' any of the JV partners do not fall in any of the categories of being a Non-Performing entity given at Clause 2.1.14(Section-2) of Instructions to Biddets in the projects of Expressways, National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and furnished the complete details at Amex-I (Sr. No. 6(b)).
- 7(a) I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employces.
- (b) If We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

A statement by the Bidder and each of the Members of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in current projects, as on bid due date is given below (attach extra sheets, if necessary) w.s.t. para 2.1, 14.

Name of the Bidder: APCO Infratech Pvt. Ltd. (Formerly Known As Apco Infratech Ltd)

Sr. No.	Categories of Non-Performer	Project 1	Project 2
(i)	Fails to complete or has missed more than two milestones in already awarded two or more projects, even after lapse of 6 months from the scheduled completion date, unless Extension of Time has been allowed on the recommendations of the independent Engineer due to Authority's default;	ที่เ	Nit
(ii)	Fails to complete a project, as per revised schedule, for which One Time Fund Infusion (OTFI) has been sanctioned by the Authority;	Nil	Nił
(iii)	Physical progress on any project is not commensurate with the funds released (equity+ debt-grant) from the esciow account and such variation is more than 25% in last one year as observed by the Independent Engineer in one or more projects;		Nil
(iv) 	Punch List Items in respect of any project are pending due to Bidder's definition two or more Projects even after lapse of the presented shift for completion of such items;	י אוֹנ ^{ייי} נ	NI
	ROW 19		

(v)	Fails to fulfil its obligations to maintain a highway in a staisfactory condition inspite of two rectification notices issued in this behalf;	Nil	NI
(vi)	Fails to attend to Non Conformity Reports (NCRs) issued by the Independent/ Authority's Engineer on the designs/ works constructed by the Bidder pending for more than one year in two or more projects.	Nii	NU NU
(vii)	Fails to make premium payments excluding the current instalment in one or more projects.	EN	Nil
(viii)	Damages/Penalties recommended by the Independent/ Authority's Engineer on the Bidder during O&M period and the remedial works are not taken up in two or more projects		נוא: <u>ה</u> ווא היי די ד
(ix)	Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case).	Nil	Nil
(x)	Fails to submit the Performance Scentity within the permissible period in more than one project(s).	Nil	Nij
(xi)	Rated as an unsatisfactory performing entity/ non- performing entity by an independent third party agency and so notified on the website of the Authority.	- Nil	Nil

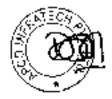
L' We certify that the list is complete and covers all the projects of Expressways. National Highways, ISC and EI works of Ministry of Road Transport & Highways or its implementing agencies and that we/ any of the JV partners do not fall in any of the above categories of being a Non-Performing entity.

For and on behalf of APCO Infratech Pvt. Ltd



Chandan Kumar Sinha AGM (Tendering & Estimation)







Technical Capacity of Bidder





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khand, Gomti Nagar, Lucknow-226010



ANNEX - II

Technical Capacity of the Bidder

(Refer to Clauses 2.2.2.2, 2.2.2.5 and 2.2.2. 7 of the RFP)

5			Experience (Equ			
Applicant type	Project Codu	Category	Payments received for construction of Eligible Projects in Categories 3 & 4	Value of self- construction in Eligible Projects in Categories 1 and 2	Technica] Experience	
(1)	(2)	(3)	(4)	(5)	(6)	
	3	3	312.86	-	312.86	
[[b	3	1602.92	-	1602.92	
ſ	с	3	366.44		366.44	
	d	3	619.17	-	619.17	
[e [3	773.39	-	773.39	
Land Information Date I and I	ſ	4	214.58	-	150.21	
Apco Infratech Pvt. Ltd.,	Ę,	3	212.37	•	212.37	
	h	4	202.17		141.52	
ĺ	j _	3	247.73	-	247.73	
A CO MAN	j	3	323,98		323.98	
{•(, Ba)}}	k	3	253.89		253.89	
	I	3 / 7	173.98		173.98	
			Aggregate	Technical Experience =	5178.46	

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Financial Capacity of Bidder





Apco Infratech (P) Ltd.,

APCO House, B-9, Vibhuti Khand, Comti Nagar, Lucknow-226010



<u>Appendix IA</u>

Annex-III

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ANNEX - III

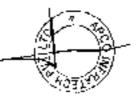
Financial Capacity of the Bidder

(Refer to Claures 2.2.2.3, 2.2.2.9(i). 2.2.2.8(iii) of the RFP)

	Net Cash Accruais							
Bidder Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1		
APCO Infratech Pvt. Ltd.	172.65	101.86	85.17	88.94	58.95	477,95		
TOTAL	172.65	101.86	85.17	88.94	58.95	477,95		

			Anoual Torsover										
ce -		Ye	Year 1 Y		Year 2 Yea		Year 3		Year 4		ar5	Average	
fin.	Didder Type	(Rs.)	Updation factor	(Rs.)	Updation factor	(Rs .)	Updation factor	(Rs.)	Updation factor	(Rs.)	Updati on factor	Annual Turnover (In Rs. Crore)	
	[2	3	4	5	6	7	8	9	10	1	(2x3-4x5*6x7+ 8x9+10x11)/5	
	APCO Infratech Pvt. Utd.	1674.49	1.00	1216.75	1.05	1261.53	 1.10 :	1169.39	1.15	781.46	1.20	1312.46	

Some & address of Applicant's Bankers: Original Bank of Commerce 2/9, Vivek Khand, Gemti Nagar, Lucknow



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TO WHOM SO EVER IT MAY CONCERN.

We hereby certify that based on the Audited Bolance Sheet the Net Worth of M/s APCO Infratech Private Limited (Formerly known as Apco Infratech Limited; having its Registered office at B-9, Vibinati Khand, Gomti Nagar, Lucknow - 226 010 (U.P.) as an 31st March, 2018 is as under-

Description	Amount is INR Crores
Aggregate Value of the Paid up Share Capual //s or 3 (* Moreh, 2018	37,12
Add: all reserves created out of the profits and securities premium account as on 31° March, 2018	-440.83
Less: The aggregate value of the accumulated tosses, deferred expenditure and misoellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of deprecietion and amalgamation.	
Total Net Worth as on 31 st March, 2018 as per Audited Balance. Sheet	477.95

The above mentioned Net worth of the M/s APCO Infratech Private Limited has been worked out in accordance with methodology provided in the TenderDocument Clause 2.2.2.9(ii).

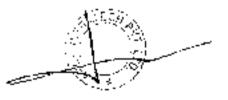
For Abhay & Associates (Chartered Accountants)

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Nembership No. 077828

Date: 22.6.2018 Place: Lucknow









No. Site Supplies Supplies
 Stra Chandyson, Stragger States
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 Stragger States
 States

This is to certify that, based on the Audited Balance Sheet of M/s APCO Infratech Private Limited (Formerly known as APCO Infratech Limited), the Annual Construction Turnover and Net Cash Accruals during FY 2013 2014 to FY 2017-2018 is as follows:-

Annual Construction Turnover

ilisimale ne societa de

20154	2014-15	2015-16		Rs. In Crores
781.46	1169.39	— <u> </u>		2017-2018
·		1267.53	1216.75	1614.49

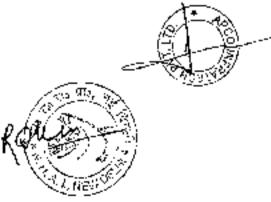
Net Cash Accirculs (Profit After Tax + Depreciation)

2013-14	2014-15	2015.16	2016-17	Rs. In Crores 2017-2018
- <u> </u>	88.94	85.17	101.86	172,65

For Abbay & Associates (Chartered Accountants) FRN: 008547C

A.K. Tandon) Parmer Mcmbership No. 077828

Date: 22.6.2018 Place: Lucknow





RATECH CIN: US14320P1992PTC013269

Successfully Completed Project





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khand, Gomti Nagar, Lucknow-226010

7

Si.No	Name of the Project	Name of the Employer	Contract Value (in INR Cr.)	Completion Status
	Six Laning of Barwa Adda Panagarh Section of NH-2 from Km, 398,240 to Km. 4/1.150 in the State of Jharkhand and West Bengal under NHDP Phase V on ToN on DBFOT Pattern.	M/s. IL&FS Transportaion Networks Limited		Substantially Completed
	Two/Laning of paved shoulders of Khagaria-Purnea Sec. 1 aP2(H-31 from Km. 270 to Km 410.	M/s Punj Lloyd Ltd.	540.00	Successfully Completed
	Four Janning with Paved Shoulder of Muzaffamagar- Saharanpur Road (SH-S9) in the State of Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) basis - Lotal Design Length 52.95 Kms	M/s. Deoband Highways Private Limited	742.62	Substantially Completed
4	4/6 Laning (with paved shoulder) of Varanasi -Shaktinagar Road (SH-5A) in the state of Uttar Pradesh	M/s ACP Tollways Private Limited	1.509.60	Successfully Completed

Details of Successfully Completed Projects





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Transportation

II, KFS Transpotation Networks Limited

 The advortimentation for the state of the state

Ref No. JTNL/PRJ/TEC/COO-587(APCO 2)/2018/0838

September 24, 2018

TO WHOMEYER IT MAY CONCERN

This is to certify that II,&FS Transponation Networks Ltd. (ITNL) has engaged M/s. APCO Infratect/Pv1. Ltd., to execute Six Labing of Barwa-Adda Panagath Project of NI1-2 from km. 398.240 to km. 471.150 in the States of Translated and West Bengal. Key Details of the Contract is as tabulated below.

SI. No.	Description	Details
 	Name of Project	Six Loning of Barwa Adda Panagarb Section 1 of NH-2 from Km. 398,240 to Km 471,150 in the State of Jharkhand and West Bengal under NIDP Phase V on Toll on DBFOT Pattern.
2	Name of Employer	I. & FS Transportation Networks Limited
3	Name of Contractor	APCO Infratech Pvt. Ltd
<u> </u>	Date of Agreement	0)* Apri 2014
. 2	Date of Commencement of the Project	07° April 2014
. 6 I	Stipulated date of completion of the Project	31" March 2016
i 	Revised Date of completion of Proyect	3.2 March 20.8
R 	Contract value as per Agreement	84540 Cr. Jharkhand = 488.00 Cr. West Hengal = 357.00 Cr.
·	Revised value of Contract (both parties have agreed to forth closed the profect as per available theory	Rs, 620.00 Crore (Approx.)
10	Tors, value of work Executes:	As on March 31,2017 = Rs, 475.04 Crore As on February 28,2018 = Rs, 605.03 Crore

This certificate is being issued on specific request from M/s. APCO Infratech Pv1, Lto, and is meant for the purpose of readering only.

For IL&FS Transformation Networks Ltd. \vacue{b}{v}{a} Authurized



Khagaria Purnez Highway Project Limited 78, Institutional Ares, Sector 32, Gurgaou 122 001, India 7 891 124 262 0123 F 191 114 262 0111



Section and the section of the section

Ref: PLL/APCO/KHP/(S62_

Date: 30.06.2014

TO WHOM THIS MAY CONCERN CERTIFICATE

This is to certify that M/a APCO [N/R/A] 60tt PVT LTD, having its Read office at APCO House, R-9. Vabbati Khand, Gomii Nagar, Lucknow - 266 010 and Corporate Office at 4th Floor, Universal Trade Tower, Sohna Road, Sectur-49, Gurgaon-122 101 (Haryana) had been awarded an EPC Sub-Contract by Punj L3070 LM for the Construction of Two Longing with paved shoulders of Kingaria-Purcea Section of NH-31 from Km 270 to Km 470 in the State of Bibar and the Project was implemented on DBFOT (Annuity) hasis.

A. Project Organisation:-

	 1	Project Authority	: National Highways Authority of India (NHAI)
	(21	Concessionaire	: Khagaria Purnea Highway Project Limited
			(Promoted by Punj Lloyd Infrastructure atd)
	(E)	Independent Engineer	: Bloom Intrastructure and Logistics (India) Pvt
		Ltd.	
			(Subsidiary of Bloom Companies, LLC – USA.)
	4)	EPC Contractor	: Panj Lloyð Ltd.
	(5)	EPC Sub-Contractor	: APCO infratech Pvt. Ltd.
Б.	Çon	tract Details:-	
	(1)	Date of Concession Agreement	:08 04.2011
	(2)	Concession Period	: 17 Years from Appointed Date
	(3)	Date of EPC Contract	: 29.09.7011
	4)	Date of EPC Sub Contract	: 24-10.2011
	(5)	Awarded EPC Sub Contract Value	: Rs. 540 Crores (Lump Surn) [Ruppes Five
		Hundred and Forty Crozes)	
(6)	Our	ation of EPC Sub-Contract - : 24 ma	nths from the Appointed Date with Defects
Lia	bî.lt	y of 12 months from the Commercia	Operation Date (COD).
	(7)	Appointed Date	: 05.10.2011
	(8)	Commercial Operation Date (COD)	:04.11.7013
	(9)	Total work cone value	: Rs. 537.09 Crores
	(10	Completion period	: 31/03/2014
Ľ.	Des	ign Engineering of the Project was c	enied out by the EPC SuteContractor, as also
	the	(amstruction af the Project.	
	(1)	EPC Star Contractor speaken Consul	Itant : Neel Construction Links Pvt. Ltd.
		ROULD AN	
Site Of			Registered Office
		Vibar Colorez, Maramsile Setu.	1-2.
		galpur - Si 2003, Èibar, Indea.	Nehni Plane
CIRALIT.	KGUIT	<u>\@wwwillowd.com</u> (؟/ چ ينان يج	New Delbi - 136019

D. Key items of work executed Financial Year wase according to MoRI&H Specifications and

Item Description	Financia	Total		
	2012-2013	2013-2014		
Excavation	3,69,707 Cum	27,33) Cum	3,97,038 Com	
Embankment / Subgrade	16,79,137 Curr	9,50,179 Cum	20, 29, 316 Qum	
SUBBASE AND BASE COURSES GSB / WMM	3 ,42,457 Cum	1, 80, 520 Cum	5,22,977 Cum	
<u>вітиміnqus work</u> Ізви ВС	1,23,717 Cum 10,653 Qum	49,657 Cum 54,002 Cum	1,73,374 Oum 64,654 Cum	
STRUCTURE WORK; Plain & Structural Concrete - Steel Reinforcement	1,650 Curn 317 MT	16,990 Cum S10 M7	18,640 Сал 627 Мт	
Construction of Rowi (Leve Kilometre)	202 Lane Kilometre	78 Lane Kilometre	260 Larve Killometr	
Stab Culverts	2	10	12	
Box Colverts	6	12	18	
Minor Bridges w.dening/ Kehabilitation	1	4	5	
Major Andges Rehabilitation	-	S	5	
Pedestrian Underpass (PUP)		1	L L	
ROB Rehabilitation	•	4	3	
Bus Bay	-	5x2	6x2	
I nick I ay-Bye	-	3×2	3x2	
folf Plaza with Acmin Building		2	2	

Performance Standards:-

Construction of the Project has been successfully completed according to requirement and tolling is operational from December -2013.

This certificate is issued at the request of M/s. APCO INFRATECH PVT. LTD. for Prequalification / Bioding and for ino other purposes or intents.

~A Resident Construction Manager Khagaria Pumea Road Project Purg Clove Ltd.







Registered Office Punj Lloyd House, 17-18. Nehru Place New Delh: 340019



Chanakyz Vuloc College, Mear Vila amsila Sciu, Check Post, Beran, Bhagalpur - 812003, Bihar, India Emsil: <u>sobpl@punilloyd.com</u>

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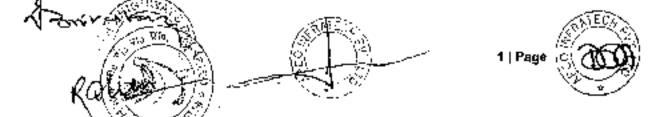


<u>cereficate-for-construction Work-</u>

This is to certify that Uttar Pradesh State Highways Anthonity (UPSHA) has awarded vide their Letter of Acceptance No.: 3256/ Pravi-18 (5) /2005-15/ (DPSHA / Lucknow ,Dated 26th March 2015 the concession to consortium of M/s. Apco Infratech Ltd. -Chetak Enterprises Limited (JV); Apco House,8-9,Vibhuti Khand, Gomti Nagar, Lucknow -226018, who in turn formed Special Purpose vehicle (SPV) namely M/s Deoband Highways Private Limited with 100% equity shareholding for "Four Laning with Paved Shoulders of Muzaffarnagar - Saharanpur via Deoband Road section of (SH-59) in the State of Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBPOT) basis -Total Design Length 52.95 Kms".

Apro Infratech Pvi: Limited has 74% ownership Interest (Equity) in the Deuband Highways Private Limited since its inception. Fasther, APCO Infratech Pvi. Ltd., has been appointed as an EPC Contractor (including detailed engineering design) for execution of the entire project (100% execution).

1. Salient features of the project are as under		
Total Project Cost as per Financing document of the Concessionaire	Rs. 868,77 Crore	
Total Construction (EPC) Cost	Rs. 742.62 Crore	
Value of Substantially Completed work	Rs. 741.20 Crore	
Date of Commencement of the work (Appointed Date)	18º March, 2016	
Confractual date of completion (considering the Extension of Time granted)	174 March 2018+ 90days extension (164 fune 2018)	
Date of Substantial Completion of construction	January 2018	
] Commential Operational Date	Waiting for Toli Notification for commencement of commercial operation.	



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Sr No-	Description	Length/ Nos.	Lane Km (LKM) /Span Arrangement	Remarks.
Elip	11/275			
A	Main Carriageway	52.95 Km		
1	Four lane with Paved shoulder for State Highway 59 from Ch. 04600 to, Ch. 52+887 i.e. Mozaffornagar – Saharanjour section in the State of Uttar Protech.	5295 Km		The work complete fill March 2018 = 95.77% and rather of pavement of project is flexible.
Strte	cture			
(A)	Grade Separator/ Flyover	1 Nos.		Pre-suessed coursely (PSC superstructure
1	Ch: T7+600755 Ch 21+600	4.0 Km		Flyover (Pil Foundationsz Superstracture PSC Girder)
(B)	Vehicular Under pass (VQF)	5 Nos		
1	Ch: 61400	1 Nos.	1x5+1x12+1x5	
2	Cb: 6+600 '	1 Nos	1x5+1x32+1x5	250m solid 6
3	Ch: 37+900	1 Noc.	125+1x12+1x5	approach on both
1	CH: 40+300	I Nos.	1x5+ 1x12+1x5	side
5	Ch: 41+800	J NDS	1x5+ 1x12+1x5	Ì
(0)	Cattle and Pedestrian under passus/over pass	3 Noa	j	[] [
L Î	144700	1 No.	1x5	
2	274830	- i Na -	1:5	
3 1	50+850	I No.	lx5	↓ · · ·
(D)	Major Bridge			;
	Ch 1+850	1 Nos	5×25	Retained Widening
E)	Minor Bridges	3 nos	· ·	<u>; </u>
	Ch 2+625 ·	1 No.	1x10	(Reconstruction
	Ch 26+075	1 Nc.	2x8	Both Side Widening

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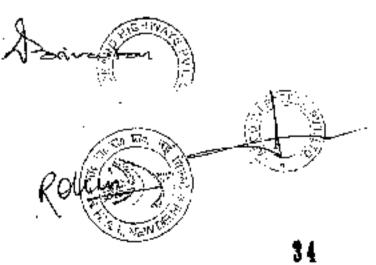


	Ch 26+100	1 No.	° 3× 9	Both Side Widemang
(11)	Total Culverts		1	i
ļ	Dox culverts	29 Nns	·]	
. 1	Hump Pipe Cidwats	29 Nos	· <u> </u>	
10	Toll Plaza	i na	T	
	Tol Plaze at Ch: 8+835 (Rohans Khurd)	INo	6 Nors. Lanes	Total Dry Lean Concrete (DLC) quantity = 2350 Circa and Total Paved Quality coorrete (PQC) quantity=4700 Cum

Sz. No	Tteon	Units	F.Y. 2016-17	F,Y. 2017-18
1	Excavation-Soil	Cum	1,25,687.00	50,268,00
2	Earthwork in Eerbanknumt Construction/ Subgrade	Cum	9,11,029.39	9,23,550.97
3	Granular Sub Base (GSB)	Cum	10,491 10	90,204.71
	Cement Treated Granular Sub Base (CTGSB)	Cum	. 47,363.90	1,40,454.88
4	Wet Mix Maradam (WMM)	Cim	23,448.56	1,8/,225.99
5	DBM/BC (Bituminous works)	Cum	7,034.35	95,657.96
6	DLC- Concrete	Cum	j 0.00	2,262.00
7	PQC - Concrete	Çum	0.00	4.524.00
8	Fre stressed Concrete (PSC)	Cum	8,419.90	1,104.75
9	Fisin Cement Concrete (PCC)/ Reinforced Cument Concrete	Cirm	81,673.87	43,144.30
10	File work-1000mm dia	RM	17,947.00	•
11	Reinforrement Steel	MT	10;406.21	2,449.75

cum= Cubic Motor, RM= Running Meter, MT= Metric Ton

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Sr. No	Description	Nos	Total EPC cos: of Senctore (in Rs. Crose)	% Achieved ftil 31 March 2018	Exercited till 31 Match 2018 (In Rs. (Crore)	Balance work Cost (In Rs, Crore)
	Grade Separator /Flyover(Excluding Approach)(Pre- stressed concrete soperstructure)	1	310.00	10 0%	310.00	0
	Gede Superator /Flyover(Including Approach)	· · · ·	350.00	100%	.350.03	0
2	(Bridge (Major & Mirsor)	4	11.14	100%	13.14	0
3	้บบค่	_5	7.43	100%	7.43	0
4	Toll Plaza	1	7.43	90.07%	6.69	0.74

The entire work has been executed by EPC Contractor (APCO Infratech Pvt. Ltd.) in a professional marrier along with good engineering practices along with treat modern plant and Machinety/Equipment and provisional empletion of work had been successfully achieved.

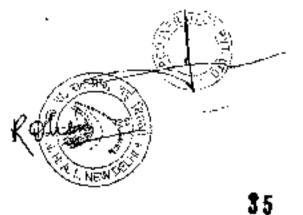
For Denkand Highya Limited

D.K.Srivastava Direttor

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April 16,2078.



4 | Page



'003**2**



ACP TOLLWAYS PRIVATE LTD. SPV FOR VARANAS' - SHAKTINAGAR (18HWAY (SM-05A) CIN NO: 11434001(PZ011PTC047755

Date : 03-04-2018

TO WHOM THIS MAY CONCERN CERTIFICATE

In reference to Agreement No. NIL dated 23rd March 2012, This is to certify that M/s. APCO. INFRATECH PRIVATE LTD., Address: Apco House, B-9, Vilduti Khand, Gomti Negar, Lucknew -226010 has been awarded the EPC Contract for work of 'Fourt Six Laning (with' Paved Shoulders) of Varanasi - Shaktinagar Read upto Mathi Nala (SH-SA) in the State of Uttar Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) Basis"

The total contract price for the entire EPC work is Rs 1509, 59, 92,786/- (Rupees One Thousand Five Hundred and Nine Crores, Fifty Nine Lacs, Nanety Two Thousand Seven Hundred and Eighty Six Only) and work amounting to Rs. 1502, 95, 51, 257/- (Rupees One Thousand Five Hundred and Thirty, Two Crores, Ninety Five Lacs, Fifty One Thousand Two Hundred and Fifty Seven Only) has been completed up to 31* March -2018 satisfactorily.

SL No.) Description	Details
1	Name of Project	Four Laning with paved shoulder of Verennei - Shakti Negar Road (SH - SA) upto Hathi Nala on DBPOT (Toll) Basis in the State of Ultar Pradesb.
2	Name of the Project Client	Utter Pradesh State Highway Authority (UPSHA)
3	Name of the independent Engineer (IE)	CEMC Consulting Engineers Pvt. Limited
4	Name of the Concessionaire	ACP Iollways Pvt. Lunited
5	Name of EPC Contractor	APCO Infratech Pvr. Ltd
6	Submission of Bids	13 October 2011
7	Letter of Award By UPSHA(LOA)	15 November 2011
8	Signing of Concession Agreement	08 December 2011
9	Date of Commencement of the Project	05 February 2013
ŧÐ	Stipulated date of Completion of the Project	25 July 2015
н	EPC Value as per Agreement	Rs. 1509.6 Crores
12	Revised Value of EPC Contract (Including CoS)	Rs. 1532.95 Crores
í3	Fotal value of work Executed as on 31.03 2018	
14	Actual date of Completion of the Project	31/03/2018
	ROUTENED	Partice

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and a submittee of the second states of the second

5. No.	Ttend	 Ualti 	2032-2013 (Montb Friko April- Marrib)	2023-2014 (Month from April- March	2014-2015 (Manda Scam April- March)	2015-2016 (Meath freas April- March)	' Total Qity, Essential
ï	Excension - Scill Rock	Curn	8,136	6,07,012	6,30,113	3,40,849	15,76,070
2	Embanisment/Subgrade	Cum	1,44,910	12,17,470	H,62.692	2,61,422	25,46,494
3	G58	Cum		2,70.284	2,34,019	1,04,000	6,05,311
4	AMM	Cum		1,88,668	2,92,730	97,577	5,78,975
· · · -	<u> </u>	Cien		1 1,08,065	1.16.984) 1.22,994	3,48,047
5	BM/DBM/SDBC/BC	Signe	. •	0,89.219	7.46,703	7.84.459	22,19,782
6	DLC: Cooceae	Cum	į -	- 1	-	19,380	19.384
7	PQC-Constate	Ciem	/		-	27,570	27_578
. 3	PSC - Concrete	Cum	- 1	12,062	906		12,968
÷	PCC/RCC - Consume	Curn	2,144	r.30,271	49,089	26,775	2,08,220
10	Pile Wock-1000 mm Ø	Ron	<u> </u>	10,690		-	19,690
71	Reinforcemen	MT	200	10,010	3,272	2,112	16,194
12	Structural Steel	мт	•	8,350	L,\$75	2.250	12,475

Key items of work executed areas per details below:

INCOME AND ADDRESS OF ADDRESS OF ADDRESS ADDRESS ADDRESS ADDRESS ADDRESS ADDRESS ADDRESS ADDRESS ADDRESS ADDRES

> Structural Work Executed

S.740	Type of Structure	Details	Cost Incorred	Perios Laglence	-
٦.	Ahnana Plyover @ km 22 500	1025 Mas/6Laning	54,00 ers	2013	2015
2	Major Bridge Flyover at low 27 000 of new abgrunent due to Re-Alignment between low 26 000 to low 34 000	2000 Mms/2&6 Lanung	76 78 cm.	2013	2015
-3	Robertsgan) Plyover at kin 61.030	3000 Mus/6Laning	152.00 cts	2013	2015
4.	Major Bridge at Sume Raver of Km 87,150	1005 Mbs/4Laning	59.40 crs	2013	2015
5.	Miner Bridges	16 Nos.	33 08 crs	2013	2015
6	I VUP	3 Nos.	EI S9 cm	2013	2015
7,	ROB/RUB	4 Nos. /] Nos	38.64 ers	2013	2016
		Loui Stractori Work	435.49 ors.		I

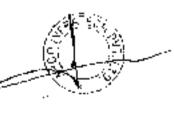
Construction of the Project has been successfully completed according to requirement and tolking is epenational from 31⁴ October 2015.

This certificate is assued at the request of M/s. Apco infratech Pvt. Ltd. for Prequalification/Bidding and for go other purposes or intents,

For, ACP Follways Pvt. Ltd.

Authorised Signatory (Rakesh Malik) Vice President (Concessions)









Certificate Additional Experience Major Bridge/ROB/Flyover





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khand, Gomti Nagar, Lucknow-226010



ABHAY & ASSOCIATES Chartered Accountants

419 A, PARSVNATH PLANET PLAZA, V)BHUTI KHAND, GOMTI NAGAR, LUCKNOW Phone: 0522-4359898, 9415409114

Certificate regarding Mandatory Experience required under clause 2.2.2.2(ii)

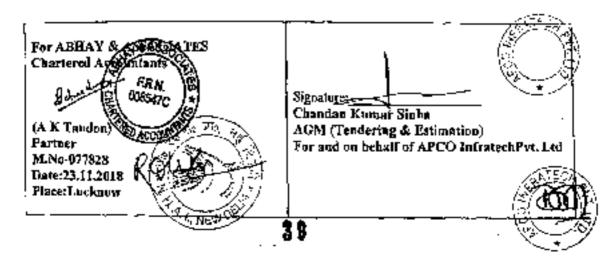
Based on its books of accounts and other published information authenticated by it, this is to certify that M/s. APCO Infratech Private Limited (formerily known as Apco Infratech Limited) was cogaged by M/s. ACP Tollways Pvt. Lol., Lucknow, to execute "Construction of Varanasi – Shaktinagar Road (SH-05A) in the State of Ultar Pradesh" for Road Construction Works. The details of which is as under;

Lane standards of Hyover	6 Labe
(2 lane / 4 lane / 6 lane or more (ban 6 lane)	· · · ·
Longest span length of Pfyover	47
(in thetre)	l
Length of Flyover	3000
(in metro)	L

The construction of the project commenced on 5th February, 2013 and the project was completed on 31th March, 2018 it is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer in-charge/fudependent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the Project is Rs.1,509.60 Croces (Rupees Fifteen Hundred Nine Croce and Sixty Lacs Only) of which the Applicant received or has executed the work as certified by the Engineer-in-charge/independent Engineer/Authority's Engineer Rs. 1407.97 Croces (Rupees One Thousaud Four Hundred and Seven Croce and Ninety Seven Lacs Only) during the past five fittancial years as par year wise details noted below;

	(Rs. in Crores)
Financial year	Amount
2017-2018	0.05
2016-2017	31.49
2015-2016	545.78
2014-2015	546.75
2013-2014	283,90
Total	1407.97



tion in the state of the



ACP TOLLWAYS PRIVATE 1-0. SIV FOR VARAMAS. SHART ARCAN HICHWAY LISTINGA: C M NOT 048400002011 PTC:::47955

x · - x · · - ·

Date : 07-64-2018

TO WHOM THIS MAY CONCERN CERTIFICATE

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والمعادية للمرادين

In reference to Agreement No. NIL dated 23rd March 2012. This is to certify that Mis. APCO INFRATECH PRIVATE LTD., Address: Apco House, B-9, Vibbuti Khand, Gunti Nagar, Lucknow -226010 has been awarded the EPC Contract for work of "Four! Six Laming (with Paved Shoulders) of Varanasi - Shaktingger Road upto Hathi Nala (SH-5A) in the State of Uttar Pradesb on Design, Build, Finance, Operate and Transfer (DBFOT) Busis"

The total contract price for the entire EPC work is Rs 1809, 59, 92,786/- (Rupees One Thousand Five Handred and Nine Crores, Fifty Nine Lacs, Ninety Two Thousand Seven Handred and Eighty Six Only) and work amounting to Rs 1532, 95, 51, 257/- (Rupees One Thousand Five Handred and Thirty-Two Crores, Nmety Five Lacs, Fifty One Thousand Two Handred and Fifty Seven Only) has been completed up to 31² March -2018 satisfactorily.

SI. No.	Description	Details
	Name of Project	Four Laning with puyed shoulder of Varanusi - Shakti Nagar Road (SH - SA) upto Hathi Nafa en DBFOT (ToII) Basis in the State of Uttar Pradesh.
2	Name of the Project Chent	Uttar Pradesh State Highway Authority (UPSHA)
5	Name of the Independent Engineer (IF.)	CEMC Consulting Engineers Pvt. 1.imited
- 4	Name of the Concessionaire	ACP Tollways Pvt, Linned
5	Name of EPC Contractor	APCO fairatech Pvt. Ltd.
6	Submission of Bids	13 October 2011
7	Letter of Award By UPSHA(LOA)	15 November 2011
8	Signing of Concession Agreement	08 December 2011
9	Date of Commencement of the Project	05 February 2013
10	Stipulated date of Completion of the Project	25 July 2015
Ĩ.	EPC Value as per Agreement	Ra. 1509.6 Crores
12	Revised Value of EPC Contract (lucluding CoS)	R.s. 1532 95 Crores
13	Total value of work Executed as m 31.03.2018	Rs. 1532.95 Crores (feeluding CoS)
14	Actual data of Municipion of the Project	31/03/2048
ļ	(OWChanger and A	Pare -
	REGISTERED	OFFICE

in a substantia de la companya de la

S. 1 No.		Lonitx	20182-2013 (Month from April- March)	2013-2014 (Month From April- March	2014-2015 (Month frank April- March)	2015-2016 (Moarh From April- March)	Total Oty. Executed
l I	Excavation - Snil+Ruck	Curn	\$.136	6,07,012	6,30,113	4.30,802	15,76,070
2	Embankromt/Subgrade	Com	1,44,990	12,77,470	8.62.692	2.61,423	23,46,491
3	CSB	, Cum		3.79.384	2.34,019	1414,0008	6,08,311
1	, WMM	Cum		1,\$8.768	2,92,730	17,577	5,78,975
	;	Curn		1,08,465	1.16.984	1 22.998	3,48,947
15	BM/DBWSDBC/BC	Sigm		6,89,219	7.46,103	7.84,459	22,39,742
6	DLC Course	Cum		1	-	19,320	19,380
7	PQC-Concrete	Cum	,	!		27.570	27,579
(s	PSC - Courrese	Cum 1		12.062	906	-	12,968
9	PCC/RCC - Concrete	Cum	2,144	1,340,273	49.089	26,176	2,04,280
10	Pile Work-1000 rum ()	Rm	-	10,6%	•		10,690
11	Rantorceawa	MT	200	10,010	3,872	2,112	66,194
72	Structured Steel	MT	-	8,350	1,875	2,250	11,475

Key items of work executed ateas per details below.

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Spractural Work Executed

S.Ne	Type of Structure	Details	Cest Lacurresi	Perio Longhene	
1	Abruara Flyover @ kno 22.500	1025 Mirs@Lanaty	\$4.00 ers	2013	2015
2	Major Bridge Flyoves at km 27 000 of new alignment due to Re-Alignment between km 26.000 to km 34.000	2000 Mirs/2&6 Laning	76.78 crs.	2013	2015
Э.	Robertsganj Flyover at kto 61,000	3000 Mtrs-6Lange	162.00 crs	2013	2015
4.	Mayor Bridge at Some River at Kan 87.150	1005 Mbs/4Lening	59.40 crs	2013	2015
5.	Minor Bridges	I6 Nos	33.08 crs	2010	2015
6. ;	VUP	J Nos.	11,59 ets	2013	2015
7,	ROB/RUB	4 Nos /1 Nos	38,64 cm	2013	20]6
		Total Structural Work	435.49 crs.		I

Construction of the Project has been successfully completed according to requirement and tolling is operational from 31" October 2015.

This certificate is issued at the request of M/s. Apco Infratech Pvt. Ltd. for Prequalification/Bidding and for no other purposes or intents.

For, ACP (reliways Pvt. Ltd. Authorized Signatory (Rakesh Malik) Ca Dia, Vice President (Corbestions)





Details of Eligible Projects





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khand, Gomti Nagar, Lucknow-226010

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Appendis IA Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clause 2.2.2.2.2.5 and 2.2.2.7 of the RFP)

Project Code: a

CONTRACTOR OF STREET

Item			ars of the iject	
Title & nature of the project	Construction of Two Lane with Pave shoulders of Khagaria – Purnea Section NH-31 from Km 270 to Km.410 in the Sta of Hihar.			
Category	3			
Year-wise (a) payments received for construction, and/or	Financiul i Year	Updation Factor	Amouni (în Cr.)	Upflateri Aint (in Cr.)
(b) revenues appropriated for self construction under PPP projects	2017-18 2016-17	1.00 1.05	0.00 0.00	0.00
	2015-16	<u>t.10</u> [.15	0.00	0.00 37.39
	2013-14 Tetr	1.20 I Received	229.56	275.47 312.86
	i Address: Khagaria Pi Chanakya V Barari, Bha Centact No	/ibar Color galpur-812	19, Vikiam :003	
Location	(Khagaria to	Pumea		
Project cost	540 Cr.			
Date of commencement of project/ contract	24.10.2011			
Date of completion /commissioning	L			
Equity shoreholding (with period during which equity was held)	NA VERAL .			
Rolling (-		<u></u>
	43			

Consilicate granding Construction Works

Based on its books of accounts and other published information authenticated by it, This is to certify that M/s APCO infratech Private Limited (formerly known as Apco infratech Limited) was engaged by M/s. Punj Lloyd Limited, to execute "Construction of Two Lane with Paved shoulders of Khugarie - Purnex Section of NH-31 from Km.270 to Km.410 in the State of Bihar" for road construction work. The construction of the project commenced on 24th Detaber 2011 and the project was commissioned on 31th Morch 2014. It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-charge/lodepeudent Engineer/Authority's Engincer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. 540.00 Crares (Rupses Five Hundred Forty Crores only), which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Fagineen/Authority's Engineer Rs. 262.07 Crores (Rupses Two Hundred and Sixty Two Crores and Seven Lakha only) during the past five financial years as per year-wise details noted below:

(Rs. in Crores)

Financial year	Απιουπτ
2017-2018	-Nil-
2016-2017	-Nil-
2015-2016	-Nil-
2014-2015	32.51
2013-2014	229.56
Total	262.07

For Abbay d (Chartered (A.K. Tando Partner Membership Nu. 77828

Per M/s APCO Infratech Pvt. Ltd.

Chandan Kumar Sinha AGM (Tendering and Estimation)

Date:09/12/2018





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Appendix IA Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clause 2.2.2.2. 2.2.2.5 and 2.2.2.7 of the RFP)

Project Code: b

Entity: Self

[tem			ars of the sjeet	
Title & nature of the project	Constructio (SH-05A) iz)			tioayar Road desh
Category	 - <u>-</u>		-	. – – –
Year-wise (a) payments received	Finnocial	Updetion	Amovat	Upúpled
for construction, and/or	Year	Factor	(i= Cr _i)	Amt (in Cr.)
(b) revenues appropriated for self construction under PPP projects	2017-18	1.00	0.05	0.05
construction nader i tre projects	2016-17	1.05	<u>31.49</u>	33.06
	2015-16	<u>(.10</u>	545.78	600.36
	2014-15	1.[5	_546.75	628.76
	2013-14	1.20	283.90	340.68
	Tot	al Received	i Amount	1602,92
Entity for which the project was constructed	Address: B-9, Viblu Lucknow- Ph. :0522-		jomti Negi	Lr,
Location	Varanasi-S	Shaktinagar	(U.P.)	
Project cast	1509.60 Ci	í-		•
Date of commencement of project/ contract	05.02,2013	ļ		_
Date of completion /commissioning	31.03.2017			
Equity shareholding (with period during which equity was held)	NA			
				(m

Based on its books of accounts and other published information authenticated by it, This is to certify that M/s. APCO Infratech Private Limited (formerly known as Apco Infratec). Limited) was engaged by M/s. ACP Tollways Pvi. Lid., Lucknow, to execute "Construction of Varadosi - Shakiinagar Road (SH-05A) in the State of Uttar Pradesh" for road construction work. The construction of the project commenced on Sth Pebruary, 2013 and the project was commissioned on 31" March, 2017. It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-incharge/independent Engineen/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Ra.1,509.60 Crorea (Rupses One Thousand Five Hundred and Nine Crores and Sixty Lakas only), which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs. 1,407.97 Crores (Rupers One Thousand Four Hundred and Seven Crore and Morety Seven Lakha only), during the past five financial years as per year-wise details noted below:

(Rs. in Crores)

Financial year	Ampunt
2017-2018	Nil
2016-2017	31.49
2015-2016	545.78
2014-2015	546.75
2013-2014	283.90
Total	1407.97

For Abhay & Associate (Chartered/ บ็มตรสจัก €R µ J95.477 (A.K. Tand) Partner Membership No. 77828

For M/s APCO Infratech Pvt, Ltd.

Chandan Kumar Sinha

AGM (Tendering and Estimation)





Appendix IA Annex-IV

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ANNEX-IV

Details of Eligible Projects

(Refer to Clause 2.2.2.2. 2.2.2.5 and 2.2.2.7 of the RFP)

Project Code: c

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Item	Particulars of the Project			
Title & nature of the project	Construction & widening of Moradabad			
	Bareilly section of existing 2 lane road to 4			
	iane dual	carriagew	vay of N	H-24 from
	Km.236.50	00 to Km. 2	269.800 in	the State of
	Utt <u>ar</u> Prad	esh	_ .	
Category	3			
Year-wise (a) payments received for construction, and/or	Гіпалсія) Үсаг	Updation Factor	Amount (in Cr.)	Updated Amt (in Cr.)
(b) revenues appropriated for self	2017-18	1.00	0.00	0.00
construction under PPP projects	2016-17	1.05	1.48	1 55
	2015-16	1.60	46.19	50.81
	2014-15	1.15	[42.84	_164.27
	2013-14	1.20	124.84	149.81
	Tot	al Received	l Amount	366.44
constructed	 I.td, Mucabai. Address; H.&FS Financial Centre. Plot C-22, G-Block, Bandra Kurla Complex, Mumbai-400051 			
Location	Ph. :- 022-26533333 Bareilly, Uttar Pradesh			
Project cost	360.63 Cr.			
Date of commencement of project/ contract	22.02.2010		<u>. </u>	
Date of completion /commissioning	31.03.2011	7		
Equity shareholding (with period during which socies was held)	ΝΛ -	-		
RP (

Based on its books of accounts and other published information authenticated by it, This is to certify that M/s. APCO Infratech Private Limited (formerly known as Apco Infratech Limited) was engaged by M/s. IL&FS Transportation Network Limited (ITNL) Mumbai, to execute "Construction of widening of Moradabad Bareilly section of existing 2 lane road to 4 land dual carriageway of NH-24 from Km.236.500 to Km. 269.800 in the State of Utlar Pradesh" for road construction work. The construction of the project commenced on 22rd February, 2010 and the project was commissioned on 31st March 2017. It is cartified that Bidder, received psymmetric for Construction Works executed by them or work executed and contified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs.360.63 Crores (Rupees Three Hundred Sixty Crozes and Sixty Three Lakha), which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs. 315.35 Crores (Rupees Three Hundred and Fifteen Crores and Thirty Five Lakha Only) during the past five financial years as per year-wise details noted below:

4 Yrs -	۰.	27. J. J.
UKS.	III.	Crores)

	(Mile of Oronacy
Financial year	Amount
2017-2018	-Nil-
2016-2017	<u> </u>
2015-2016	46.19
2914-2015	142.84
2010-2014	124.84
<u>T</u> otal	315.35

48

For Abhay & Averaldors (Chartered Accordinants) (Chartered Accordinants) (Chartered Accordinants) (A.K. Tandon) Partner Membersbip No. 77828

For M/s APCO Infratech Pvt. Ltd.

Chandan Kumar Sinba

AGM (Tendering and Estimation)

Date:08/12/2018





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Appendix 1A

Annex IV

ANNEX-IV

Details of Eligible Projects

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(Refer to Clause 2,2.2.2, 2.2.2.5 and 2.2.2.7 of the RFP)

Project Code: d

and a state of the state of the

liem	Particulars of the Project			
Title & nature of the project	Six Laning of Barwa Adda Panagari Section of NII-2 from Km. 398.240 to Km 471.150 in the State of Jharkhand and Wes Bengal under NHDP Phase V on Toll o DBFOT Pattern.			.240 to Km. id and West
Calegory	1 3			
Year-wise (a) payments received for construction, and/or	Financtaj Vear	Updation Factor	Amaust (in Cr.)	Updated Aint (in Cr.)
(b) revenues appropriated for self construction under PPP projects	2017-18	1.00	$\frac{127.51}{190.75}$	127. <u>51</u> 200.29
	2015-16	1.1 <u>0</u> 1.15	171.96 88.88	189. <u>16</u> 102.21
	2013-14		0.00	<u>0.0</u> 0 619.17
Entity for which the project was constructed	 M/s IL&FS Transportation Networks Ltd, Mumbai. Address: IL&FS Financial Centre, Plot C-22, G-Block, Bandra Kurla Complex Mumbai-400051 Ph. :- 022-26533323 			
Location	Jharkhand	and West B	engal	
Project cosl Rs. 845,00 Cr Date of commencement of project/ 1 st April, 2014 contract Date of completion /commissioning 31 st August, 2018 Equity shareholding (with period NA				
during which county was held)	 			Bear and a second
	49			

Based on its books of accounts and other published information authenticated by it, This is to certify that M/s APCO Infratech Private Limited (formerly known as Apco Infratech Limited) was engaged by IL&FS Transportation Networks Limited (ITNL) to execute "Six Laning of Barwa Adda Panagarh Section of NII-2 from Kno. 398.240 to Km. 471.150 in the State of Jharkhand and West Bangal under NHDP Phase V on Toll on DBFOT Pattern" for Road Construction Work. The construction of the project commenced on (" April, 2014 and the project is likely to be commissioned on 31" March, 2019. It is certified that Bidder received payments from its Citents for Construction Works executed by them or work excented and certified by the Engineer-in-charge/Independent Engineer/Authority's Engincer, in the aforesaid construction works.

We further certify that the total estimated capital cast of the project is **Rs**. 620.00 Crores (Rupees Six Handred Twenty Crores), which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer **Rs**. 579.10 Crores (Rupees Five Hundred and Seventy Nine Crore Ten Lakhs Only), during the past five financial years as per year-wise details noted below:

(Rs. in Crores)

Financial Vear	Rupees in Crores
2017-2018	127,51
2016-2017	190.75
2015-2016	171.96
2014-2015	88.68
2013-2014	-Nil-
Total	579.10

50

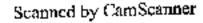
For Abhay & Artania (Chartered Accountable) * FRA D085470 * (A.K. Tanilon) Account Parloer Membership No. 77828 For M's APCO Infratech Pvt. Ltd.

Chandan Kumar Slohn AGM (Tendering and Estimation)



Date:08/12/2018





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Appendix IA Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clause 2.2.2, 2, 2, 2, 2, 5 and 2, 2, 2, 7 of the RSP)

Project Code: a

Item	Particulars of the Project			
Title & nature of the project	Four Laning with paved shoulder of Muzaffarnegar-Saharanpur via Deoban Road Section of (SH-59) in the State of Utta Pradesh on Design, Build, Finance, Operat and Transfer (DBFOT) Basis.			ia Deoband tate of Uttar
Category	3			
Year-wise (a) payments received for construction, and/or	Financial Year	Updation Factor	Agrount (in Cr.)	Updated Ami (in Cr.)
(b) revenues appropriated for self	2017-18	1.00	269.92	269.92
construction under PPP projects	2016-17	1.05	37(.)8	389.74
	2015-16	1.10	1 <u>0</u> 3.3 9	1[3 73
	2014-15	7.15	0.00	0.00
	2013-14	<u> </u>	0.00	<u>0.00</u>
	Tot	al Received	Amount	773.39
Entity for which the project was constructed	(DHPL)	Highways I	LOBCES LT	muten
Location	Uttar Prade	esh	···· ~ -	
Project cost	Rs. 742.62	Crores		
Date of commencement of project/ contract	18 ⁰ March	, 2016		
Date of completion /commissioning	12 ^m June, 2018			
Equity shareholding (with period during which consity was held)				
- mar	51			

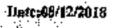
Based on its books of accounts and other published information authenticated by it, This is to certify that M/s. APCO Infratech Private Limited (formerly known as Apco Infratech Limited) was engaged by Deoband Highways Projects Limited (DHPL), to execute "Your Laning with paved shoulder of Muzaffarnagar-Saharanpur via Deoband Road Section of (SH-59) in the State of Litter Pradesh on Design, Build, Finance, Operate and Transfer (DBFOT) Basis" for read construction work. The construction of the project commenced on 18th March 2616 and the project was commissioned on 13th June, 2018. It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and centified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. 742.62 Crures (Rupees Seven Readred Forty Two Crores Sixty Two Lakhs only), which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent lingmeer/Atuhority's Engineer Rs. 744.49 Crores (Rupees Seven Hundred and Forty Bour Crores and Forty Nine Lakhs Only), during the past five financial years as per year-wise details noted below:

(Rs, in Crores)

Financial year		Amount	
2017-2018		269.92]
2016-2017		371,18	
2015-2016	(103.39	
2014-2015		-Nil-	
2013-2014	1		-
Total		744.49	

For Abhay & Associates (Chartered Actometers) (Chartered Actometers) (A.K. Tanton) Partner Membership No. 77928





For M/s APCO Infratech Pvt. Ltd.

Chandan Kumar Sinha

AGM (Tendering and Estimation)



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Appendix IA Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clause 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the RFP)

Project Code: f

والمراجع والمعاد

Entity: Self

Eteru	Particulars of the Project			
Title & nature of the project	Construction of Rapti Main Canal and it distribution system including all earth word draw works between Km 60 to Km 80.			earth work
Category	i			
Year-wise (2) payments received for construction, and/or	Financial Year	Codation Factor	Amount (in Cr.)	Updated Amt (la Cr.)
(b) revenues appropriated for self	2017-18	1.00	8.55	8.55
construction under PPP projects	2016-17	1.05	44.46	46.68
	2015- 16	1,10	81.42	<u> </u>
	2014-15	_ 1 <u>.1</u> 5 _	52.97	60.92
	2013-14	1.24	7.39	8.87
	Tot	al Received	Amount	214.58
Entity for which the project was constructed	 Superintending Engineer Rapti Nahar Nitman Mändäl-I , Balrampur 			
Location	Uttar Prad	esh — —		
Project cost	Rs. 306-90	Стоге		
Date of commencement of project/ contract				
Date of completion /commissioning Equity shareholding (with period				
during which equity as held)				
RALE I				

-53

Based on its books of accounts and other published information authenticated by it, this is to certify that M/s. PATEL - APCO JV was engaged by Office of Executive Engineer, Rapti Nahar Nirman Khand-I Tulsipar, Balranopur (UP) Irrigation Department Govt. of Uttar Pradeab to execute "Construction of Rapti Main Canal and its distribution system including all earth work & puece works betweep Km 60 to Km 811" for canal construction work. The construction of the project commenced on 8th April, 2013 and the project is likely to be commissioned on 31th March, 2019. It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-incharge/Independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the Project is Rs. 306.90 Crores (Rupees Three Handred Six Crores and Ninety Lakbs only), which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs. 194.79 Crores (Rupees One Hundred and Ninety Four Crore and Seventy Nine Lakb only) during the past five financial years as per year-wise details noted below:

475		~ .	
185	IT.	Crores)	
1	1.14		

Financial year	Amount	Amount
	(Total Receipt of the Project)	(APCO Share of Work)
2017 2018	7.89	8.55
2016-2017	46.09	44.46
2015-2016	84_18	81.42
2014-2015	54.78	52.97
2013-2014	7.62	7.39
Tota	200.56	194.79

It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture.

We further certify that applicant has a share of 96.25% in the Joint Venture.

For Abbay & Associates (Chartered) (A.K. Tai Partner Membership No. 77828



For M/s APCO Infratech Pvt. Ltd.

Chandan Kumar Sinha AGM (Tendering and Estimation)



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Appendix IA Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clause 7.2.2.2. 2.2.3.5 and 2.2.2.7 of the RFP)

Project Code: g

yddionadd Raf (1997) ydan mel adaida Tel Daoredd a'r allyn y brann yn ar ywlang ddifferau yn ar yn araf yn ddif

	Particulars of the Project			
Title & nature of the project	Development of Dethi – Meeru Expressway from Km 0.000 to Km 27.500 including 6/8 Laning of NH – 24 from Km 0.000 to Km, 49.346 (Hapter Bypass) in the State of Dethi and Uttar Pradesh under on DBOT basis- Package II from existing KM 8.360 to existing KM, 27.240(IJP Border to Dasna) in the State of Uttar Pradesh on Hybrid Annuity Mode Project.			Km 27.500 4 from Km. pass) in the sh onder on (axisting KM (P Border to (
Category	3			
Year-wise (a) payments received for construction, and/or	Financial Year	Updation Factor	Amount (in Cr.)	Updated Amt (in Cr.)
(b) revenues appropriated for self	2017-18	1.00	212.37	212.37
construction under PPP projects	2016-17	1.05	0.00	0.00
	2015-16	1.10	0.00	0.00
	2014-15	1.15	0.00	0.00
	2013-14	1,20	0.00	0.00
	Tot	al Received	Amount	212,37
Entity for which the project was constructed	АРСО-СЪ	etak Ultrawi	ay Private l	.imited
Location	Uttar Prad			
Project cost	Rs. 1575.0	0 Crare		
Date of commencement of project/ contract	t 6 ^m Novem l	iber, 2017		
Date of completion /commissioning	4 [#] May, 2020			
Equity sharefulding (with period during which equils was held)	NASCU.			A A A A A A A A A A A A A A A A A A A
-	55	9		. Cist

Based on its books of accounts and other published information authenticated by it, this is to certify that M/s. APCO Infratech Private Limited (formerly known as Apeo Infratech Limited) was engaged by APCO-Chetak Ultraway Private Limited to execute "Development of helbi - Meerut Expressway from Km 0.000 to Km 27,500 including 6/S Laning of NH - 24 from Km. 0.000 to Km. 49.346 (Hapur Bypass) in the State of Delhi and Uttar Pradesh under on DBOT basis- Package II from existing KM 8.360 to existing KML 27.240(UP Border to Dasna) in the State of Uttar Pradesh on Hybrid Annuity Mode Project" for road construction work. The construction of the project commenced on 6th November, 2017 and the project is likely to be commissioned on 4th May, 2020. It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-charge/independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further cenify that the total estimated capital cost of the Project is Rs.1575.00 Crores (Rupees One Thousand Five Hundreit Seventy Five Crores Only), which the Applicant received or has executed the work as centified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs.212.37 Crores (Rupees Two Hundred Twelve Crore and Thirty Seven Lakbs Only), during the past five financial years as per year-wise details noted below:

		(Rs. in Crores)
Financial year	Amoual	Amount
	(Total Receipt of the	(APCO Share of Work)
L	Project)	
2017-2018	21237	212.37
2016-2017	-Nil-	Nil-
2015-2016	-Nil	-Nil-
2014 2015	Nil	-Nil-
2013-2014		-Ni]-
<u> </u>	212.37	212.37

It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture.

We further certify that applicant has a share of 62.42% in the Joint Venture. (Whereas applicant has been subcontracted 100% of the total afcressid project)

For Abbay & Arthree (Chartered Accountant FRM 06647r (A.K. Taudo Partner Membership No. 77828 Date:08/12/2018



For M/s APCO Infratech Pvt. Ltd. Chaudan Kumar Sinha

AGM (Tendering and Estimation)



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Appendix IA Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clause 2.2.2.2, 2.2.2.5 and 2.2.2.7 of the RFP)

Project Code: h

ltem	Particulars of the Project			
Title & nature of the project	Restaration of Gandak Canal Sys including all carth work and pukka we (Except Minors).			-
Category	4			
Year-Wise (a) payments received for construction, and/or	Financial Year	Updation Factor	Amount (in Cr.)	Updated Amt (in Cr.)
(b) reveaues appropriated for self	2017-18	1.00	7.97	7.97
construction under PPP projects	2016-17	1.05	44.12	46 33
	2015-16	1.10	117.83	129.61
	2014-15	1.15	15.88	18.26
	2013-14	1.20	0.00	0.00
	Tot	al Received	i Amount	202,17
Entity for which the project was constructed	, Superinte Gandak Im ! Gorakipur !]	justion Wo		SĹ
Location	Uttar Pradesh			
Project cost	Rs. 221.65 Crore			
Date of commencement of project/ contract	/ 4 th March, 2015			
Date of completion /commissioning	31 ^{te} Augus	a, 20:8		
Equity shareholding (with period during which equity was held)	NA			
	57			ALC: NO PARTY OF THE PARTY OF T

Certificate regarding Construction Works

Based on its books of accounts and other published information authenticated by it, this is to certify that M/s. APCO Infratech Private Limited (formerly known as Apto Infratech Limited) was engaged by SuperIntending Engineer Gandak Irrigation work Cycle-1", Gorakhpur to execute "Restoration of Gandak Conal System including all earth work and pukka works (Except Minors)" for conal construction work. The construction of the project commenced on 4th March, 2015 and the project was commissioned on 31st August, 2018, it is certified that Bidder received polyments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the Project is Rs. 221.65 Crores (Rapecs Two Randred Twenty One Crores and Sixty Five Lakhs Only) which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs. 185.80 Crores (Rupees One Handred Eighty Five Crore and Eighty Lakhs Only) during the past five financial years as per year-wise details noted below:

(Rs. in Crores)

Financial year	Ameuat
2017-2018	7.97
2016-2017	44.76
2015-2016	117.83
2014-2015	15.88
2013-2014	NIL
Total	185.80

For Abhay & Signa (Chartered) Counts R_{N} (A.K. Tand Partner

Membership No. 77828

Date:08/12/2018



For M/s APCO Infratech Pvt. Ltd.

Chanden Kumar Sinba AGM (Tendering and Estimation)



Appendix IA Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clause 2.2.2.2. 2.2.2.5 and 2.2.2.7 of the RFP)

Project Code: i

	† — – -			
ltem	Particulars of the Project			
Title & nature of the project	Four Laning of Meerut-Bulandshabr sector			
	af NH-235 (New NH-134) from km, 8.80 (Design Chainage 8.800) to km 66.48			
				length 61.19
				km Hapur
] Byjiass) ີວ	the State of	oĥUntar Pi	adesh under
	NHDP Ph	ase-IV on H	ybrid Annu	iity Mode.
Category	[]			
Year-wise (a) payments received for construction, and/or	Financial Year	Updation (Factor	Amount (In Cr.)	Updated Amt (in Cr.)
(b) revenues appropriated for self	2017-18	1.00	247 73	247.73
construction under PPP projects	2016-17	1.05	0.00	0.00
	2015-16	1.10	0.00	0.00
	2014-15	1.15	0.00	0.00
	2013-14	1.20	0.00	0.00
	Tot	al Received	Amount	247.73
Entity for which the project was constructed		point Expre		
Location	Uttar Prad	esh		
Project cost	Rs. 781 C	rone		
Date of commencement of project/ contract	28 ^{cs} April,	2017		
Date of completion /commissioning	25 ^{cs} Octob	er, 2019		
Equity shareholding (with period during which could was held)				STATES
((- Î

Based on its books of accounts and other published information authenticated by it, This is to cettify that M/s. APCO Infratech Private Limited (formerly known as Apco Infratech Limited) was engaged by Freedom Point Expressmay Pvt. Ltd., to execute "Four Laning of Meeret-Bulandshahr section of NH-235 (New NH-334) from km. 8.800 (Design Chainage 8.800) to km 66.482 (Design Chainage 73.512) (total length 61.19 km excluding existing 3.522 km Hapur Bypass) in the State of Uttar Prodesh under NHDP Phase-IV on Hybrid Annuity Mode" for road construction work. The construction of the project commenced on 28th April, 2017 and the project is likely to be commissioned on 25th October, 2019. It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the Project is Rs. 781 Crores (Rupees Seven Hundred Eighty One Crores only), which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs. 247.73 Crores (Rupees Two Hundred and Forty Seven Crore and Seventy Three Lakhs Only during the past five financial years as per year-wise details noted below:

	(R5. in Croces)
<u>Financial year</u>	Amount
2017-2018	247.73
2016-2017	-Nil-
2015-2016	
2014-2015	-NIL-
2013-2014	-Nil-
Total	247.73

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For Abhay & Abhay (Chartered Reconstance) (Chartered Reconstance) FRH 008597C (A.K. Tandon Account Partner Membership No, 77828

For M/s APCO Infratech Pvt. Ltd.

Chandao Komar Sinha

AGM (Tendering and Estimation)

Date:08/12/2018





Appendix IA Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clause 2.2.2.3, 2,2.2.5 and 2.2.2.7 of the RFP)

Project Code: j

<u>alanan ny paosi</u>tra

Ttem	Particulars of the Project Development / Improvement of Balance works of Ranchi Ring Road (Section - VII) (Package ID : RRR-VII Length 23.575 Kms in the state of Jharkhand on BOT (Annuity) basis.			
Title & nature of the project				
Category	3			
Year-wise (a) payments received for construction, and/or	PinguciyT Year	Updation Factor	Amilunt (in Cr.)	Codated Act (In Cr.)
(b) revenues appropriated for self	2017-18	1.00	201.25	201.25
construction under PPP projects	2016-17	1.05	116.89	122.73
	2015-16	1.10	0.00	0.00
	2014-15	1.15	0.00	0.00
	2013-14	1.20	0.00	0.00
	Tol	al Received	l Amount	323.98
constructed	Company	Lamited,		
Location	Inatkhand			
Project cost	Rs. 452 Ci	rore	· <u> </u>	· _ ·
Date of commencement of project/ contract	1		— —· -	
Date of completion /commissioning	01 ^{s:} Augue	it, 2018		
Equity shareholding (with period during which coming was beld)	ÑA .			
R				C C C C C C C C C C C C C C C C C C C

Based on its books of accounts and other published information authenticated by it. This is to certify that M/s. APCO Infratech Privato Limited (formerity known as Apro Infratech Limited) was engaged by Jharkhand Accelerated Road Development Company Limited to excepte "Development / Improvement of Balance works of Ranchi King Road (Section - VII) (Package ID : RRR-VII Length 23.575 Kins in the state of Jharkhand on BOT (Annuity) basis" for road construction work. The construction of 31st March 2019. It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-cliarge/Independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated espital cost of the project is Rs. 452.80 Crores (Rupers Four Bundred Fifty Two Crores Only), which the Applicant received or has executed the work as certified by the Epgineer-in-charge/independent Engineer/Anthority's Engineer Rs. 318.14 Crores (Rupers Three Hundred and Eighteen Crore and Fourteen Lakhs only) during the past five financial years as per year-wise details noted below:

(Rs. in Crotes)

enousy.	(rist in §		
	Amount	E	Fippocial year
	201.25		2017-2018
· _ ·	116.89		20:6-2017
	-Nil-		2015-2016
	-Nil-		2014-2015
	-Ni		2013-2014
	318.14		Tutal
	-Nil- -Nil-		2014-2013 2013-2014

6 Z

For Abhay & Assesso (Chariered FRM 08547₁ (A.K. Ta Partner Membership No. 77828

For M/s APCO Infratech Pvi. Lul.

Consident Numer Since AGM (Tendering and Estimation)







Appendix IA Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clause 2.2.2.2, 2.2.2.3 and 2.2.2.7 of the RFP)

Project Code: k

Entity: Self

Ttem	Particulars of the Project Construction of Z-Morb Tannel includin approaches on National Highway No - O (Srinagar - Sonmarg - Gururi Road) in th State of J&K.			
Title & nature of the project				
Category	3			
Year-wise (a) payments received for construction, and/or	Financial Year	Updation Factor	Amount (hr.Cr.)	Updated Amt (in Cr.)
(b) revenues appropriated for self	2017-18	1.00	224.83	224,83
construction under PPP projects	2016-17	<u>l.05</u>	27.68	29.06
	2015-16	<u> </u>	0.00	0.00
	2014-15	1.15	0.00	0.00
	2013-14	1.20 ;	0.00	0.00
	Tot	al Received	Amount	253.89
	İ			
Location	famme & I	Kashmir		
	Jammu &			
Project cost	Rs. 1330.8	4 Crore		
Project cost Date of commencement of project/	Rs. 1330.8	14 Crore 015		
	Rs. 1330.8	14 Crore 015		

Based on its books of necounts and other published information authenticated by it, this is to certify that M/s, APCD Infratech Private Limited (formerly known as Apco Infratech Limited) was engaged by IL&FS Transportation Networks Limited (ITNL) to execute "Construction of Z-Mark Tunnel including approaches on National Highway No - 01 (Srinagar - Sommarg - Gumri Road) in the State of J&K" for road tunnel construction work. The construction of the project commenced on 9th June, 2015 and the project is likely to be commissioned on 4th April, 2020. It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-incharge/Tadependent Engineer/Authority's Engineer, in the aloresaid construction works.

We further certify that the total estimered capital cost of the Project is Rs. 1330.84 Crores (Rupees One Thousand Three Hundred Thirty Crores and Eighty Four Lakhs Only), which the Applicant received or has executed the work as certified by the Engineer-in charge/Independent Engineer/Authority's Engineer Rs. 252.51 Crores (Rupees Two Hundred Fifty Two Crore and Fifty One Lakhs Only) during the past five financial years as per year-wise details noted below:

Financial year	Amount (Total Receipt of the Project)	(Rs. in Crores) Amount (APCO Share of Work)
<u>2017-2018</u> 2016-2017	226.42	274.83 27.68
2015-2016 2014-2015 2013-2014	- <u>-Nil-</u>	- <u>Nil-</u>
Total	<u>-Nil.</u>	<u>Nil</u> 252,51

It is further certified that the receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture.

We further certify that bidder has a share of 74.00% in the Joint Venture. (Whereas applicant has been subcontracted 99% of the total aforesaid project)

For Abhay & Associat (Chartered Accountant

Membership No. 77828

(A.K. Tandon)

Partner

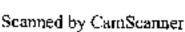
Lare: 08/12/2018



For M/s APCO Infratech Pvt. Ltd.

Chandan Kumar Sinha AGM (Tendering and Estimation)





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Appendix IA Annex-IV

ANNEX-IV

Details of Eligible Projects

(Refer to Clause 2.2.2,2, 2.2.2.5 and 2.2.2.7 of the RFP)

Project Code: 1

Jtem.	Particulars of the Project			
Títle & nature of the project	4 Iane of Varanasi Bypass from km 0.000 (starting point at Km 271.300 J of NH-56) to km 15.250 (end point at km 11.170 of NH- 29) including 4 Laning of NH-29 from km 10,700 to km 12.000 (total project length 16.550 km) [Package I] in the state of Ulttar Pradesh under NHDP Phase -IV on EPC mode.			
Category	3			
Year-wise (a) payments received for construction, and/or	Financial Year	U pdation Factor	Amount (in Cr.)	Updated Amt (in Cr.)
(b) revenues appropriated for self	2017-18	1.00	92.79	92.79
construction under PPP projects	2016-17	1.05	38.11	40.02
	2015-16	E.10	37.43	41.17
	2014-15	1.15	0.00_	0.00
	20 <u>13-</u> 14	1.20	0.00	0.00
	Tot	al Received	Amount	173.98
Entity for which the project was constructed	National I	lighway Ar	uthority of	(India
Location	Uttar Prad	esh –		
Project cost	Rs, 261.09	Стоте		
Date of commencement of project/ contract				
Date of completion /commissioning	31 st Jely, 2018			
Equity slutecholding (with period during which equity was held)				
NEW -	- (19		~.~

Based on its books of accounts and other published information authenticated by it, This is to certify that M/s. APCO Infratech Private Limited (formerly known as Apeo Infratech Limited) was engaged by National Highway Authority of India(NHAT) to execute "4 tane of Limited) was engaged by National Highway Authority of India(NHAT) to execute "4 tane of Varanasi Bypest from km 0.000 (starting point at Km 271300 1 or NII-56) to km 15.250 (end point at km 11.170 of NH-29) including 4 Laning of :5H-29 from km 10.700 to km (2.000 (total project length 16.550 km) [Package 1] in the state of Uttar Pradesh under NHDP Phase -IV on EPC mode" for road construction work. The construction of the project commenced on 15^a May, 2015 and the project is likely to be commissioned on 31^a March, 2019. It is certified that Bidder received payments from its Clients for Construction Works executed by then or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works.

We further certify that the total estimated capital cost of the Project is Rs. 261.09 Crores (Rupces Two Hondred Sixty One Crores and Nine Lakks Only), which the Applicant received or has executed the work as certified by the Engineer in-charge/independent Engineer/Authority's Engineer Rs.168.33 Crores (Rupees One Hundred Sixty Eight Crore and Thirty Three Lakhs Only) during the past five financial years as per year-wise details noted below:

(Rs. in Croras)

Financiel year	Amoun1
20)7-2018	92,79
2016-2017	38.11
2015-2016	-Nil-
2014-2015	-Nī!-
2013-2014	-Nil-
Total	168.33

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For Abbay & A<u>saoci</u>ates (Chartered Atch State F.R.H. 1115 to r (A.K. Tau Partner Membership No. 77828

For M/s APCO Infratech Pvt. Ltd.

Chandan Kumar Sinha AGM (Tendering and Estimation)



Date:08/12/2018



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Statement of Legal Capacity





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khend, Gemti Nagar, Lucknow-226010





INFRATECK PVT.LTD. CN: US1432UP1992PTC013969

> <u>Appendix I</u>A Annex-V

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ANNEX-V Statement of Legal Capacity

Ret: NHAI/BM/Delhi-Vadodure/2018/Pkg2

Dated: 24th December, 2018

То,

General Manager (T), National Highways Authority of Indea, G-S&6, Sector-10, Dwarka, New Delhi-110075

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that Mr. Chandan Kumar Sinha will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authoritizate the same.

Thanking you,

Yours faithfully, Chandah Kumar Sinha

AGM (Tendering & Estimation) For and on behalf of APCO infratech Pvt. Ltd





Coroscoure Office - Jouversal Forde Tower, 05-1-007, Sector 48-49, Sohna Road, Guiugr and 22 101 (Haryana) Phone: -51-324-4417300 Fax. +91 124-4417349 Henri Vffvie - APCO House, 8-9, Vibhur, Kband, Guind Nagat, Cucknow - 526 O'C (LLP.)

Phone: 491-527-01/6111-20 27-0520 21. Fax: +91 S22 40853CE, 5-Mail: admin@appointra.com, Website 1 www.appointra.com



Calculation of Bid capacity





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khand, Gomti Nagar, Lucknow-226010

MARKETECH PYT. LTD. THE CHIPPED PYT. LTD.

Calculation of Bid Capacity

The available BID capacity will be calculated as per following, based on information mentioned at Annexure-Vi of Appendix-JA:

Assessed Available BID capacity $-(A \times N \times 2.5 - B - C)$

Where

- N = -2 (Number of years prescribed for completion of work for which Bid is invited).
- A = Maximum value of civil engineering works excluding the amount of bonus received, if any, in respect of EPC Projects executed in any one year during the last five years (updated to the price level of the year indicated in table at Note-2) taking into account the completed as well as works in progress. The EPC projects include turnkey project/ Item rate contract/ Construction works.
- B = Value (updated to the price level of the year indicated in table at Note-3) of existing commitments, works for which Appointed Date/ Commencement Date has been declared or on-going works to be completed during the period of completion of the works for which BID is invited. For the sake of clarification, it is mentioned that works for which LOA has been issued but Appointed Date/ Commencement Date not declared as on Bid Due Date shall not be considered while calculating value of B.
- C = The amount of bonus received, if any, in EPC Projects during the last 5 years (updated to the price level of the year indicated in table at Note-3).
- N 2
- B = 3832.98 Crores
- C = 0

Bid Capacity = $(A \times N \times 2.5 - B \sim C)$

(1614.49 x 2 x 2.5 - 3832.98 + 0) = 4239.47 Crores

Bid Capacity Available = 4,239.47 Crores





Appendix –IA <u>Asnexure-Vi</u>

Information required evaluating the BID Capacity under clause 2.2.2.1:

To calculate the value of "A" and "C"

- A table containing value of Civil Engineering Works in respect to EPC Projects (Turnkey projects/Item rate contract/construction works)undertaken by the Biddge during the last 5 years is as follows (the amount of bonus received, if any, shall be indicated separately):
- 2,

SI. No.	Year	Value of Civil Engg. Works undertaken W.r.t. EPC Projects including bonus, if any (Rs. in Crores)	Amount of bonus (Rs. in Crores)	Net Value excluding bonus (Rs. in Crores)
	2017-18 / 2017	1614.49	Ni	1614.49
2	2016-17 / 2016	1216.75	Nil	1216.75
3	2015-16/2015	1261.53	Ni	1261.53
4	2014-15/2014	1169.39	Nil	1169.39
5	2013-14 / 2013	781.46	Nil	781.46

3. Maximum value of projects that have been undertaken during the F.Y. 2017-18 out of the last 5 years and value excluding amount of bonus thereof is Rs. 1614.49 Crores (Rupoes One Thousand Six Hundred Fourteen Crores and Forty Nine Lakus Only). Further, value updated to the price level of the year indicated in Appendix is as follows:

Rs. 1614.49 Crores x 1.00 (Updation Factor as per Appendix) - Rs. 1614.49 Crores (Rupees One Thousand Six Hundred Fourteen Crores and Forty Nine Lakhs Only).

4. Amount of bonus received, if any, in EPC Projects during the last 5 years (Updated to the price level of the year indicated in Apendix):

SL. No.	F.V. /Calendar Year	Amount of bonus (Rs. in Crores)	Updation Factor	Updated Amount of Banus (Rs. in Crores)
. 1	2017-18/2017	Nil	1.00	Nil
2	2016-17/2016	Nil	1.05	Nil
3	2015-16/2015	Nil	1,10	Nil
4	2014-15/2014	Nil	1.15	Nil Nil
5	2013-14 / 2013	Nil	1.20	Nil
			Total (C)=	Nill

For Abbey & Associate (Chartered Accountan FRK 008547C Chaudan Kumar Sinha (A.K. Tandoh ReDacco AGM (Tendering & Estimation) Partner For and on hebalf of APCO Infratech Ext. Ltd Membership No. 077828 Date: 71 Place:

na source de la serie de la

To colculate the value of "B"

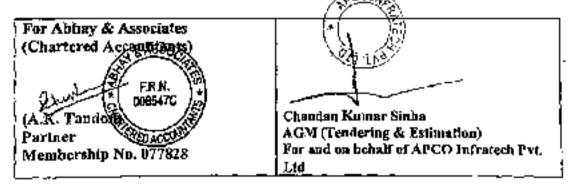
A table containing value of all the existing commitments and on-going works to be completed during the next 2 years is as follows:

DETAILS ARE ENCLOSED IN SEPARATE SHEET.

Updation Factor as given below:-

For Year	F.Y. / Calendar Year	Updation Factor
	2017-18/2017	1.00
2	2016-17/2016	1.05
<u> </u>	2015-16/2015	1.10
4	2014-15/2014	<u> </u>
<u></u>	2013-14/2013	<u> </u>

The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is varified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer or equivalent in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s APCO Infratech Private Limited individe 30.55 on bid due date of this RFP.



Date:

Place:





ef Project/Work	Percencage of gerticipation of Bidder in the groject		Construction Period as per Agarement LOA	Value of Contract as per Agreement / LOA (Rs, in Crores)	Yelue of Work Completed (Ns. In Grotts)	Ralance Value of Work in he Completed (N., En Croses)	Anticipated Date of Completion	Rolance Value of Work at 2011 18/21177 Invel (R in Chiro)
2	1	4	5	6	7	8 - (6 - 7)	3	10-(3×6×4
ans from km 0.000 (starting point 56) to km 15.250 (and point at km ming 4 laning of NH-29 from km (total project langth 16.550 km) c of Tithm Pradesh under NHDP a	100%	15/05/20 S	24 months	261.09	2<8.03	13.06	37/12/2018	1427
Canal System including ad corth Everyt Miners)	C00%	01/03/2015	ិត៍ ភាណារិង	221.65	186.44	35.21	31/12/2018	40,49
ment of Bolance works of Runchi 7D (Package ID : RRR-VII Length 2 of Jhankhand on BOT (Annaity)	,7001	01/08/2016	. 30 montãe	452.00	417.84	34.16	31/12/2018	35.87
h Tonnet including approxime on OI (Srinager - Salumong - Quari K	99%	09/06/2015	:76D doys	L,330.R4	423.21	907.63	69/06/2020	N98.5:
ank Development works of the 1900 Km (cogth in the city of	160%	36/07/2016	ធ៍ ៣១៤) ទ	170,65	122,35]		01/12/2018	50.4k
No.66E Holiyapor - Kudebber)0 to Kai 49.272) (Longth 49.272)	160%	03/10/2017	24 mboths	174.63	\$6.74		62/ 10/2015	£17.8
No.66F. Hanyapur -Kudebhar 000 to Km 182.356) in Bismei	100%	65/10/2017	24 months	156.32	44.3R	I	0271072019	มเจ
k from Km 0.450 to Xm 5.600 in	100%	64/07/2016	9 տողիչ	[44_2]	\$9,02 ' 		31/12/2018	47,4
eping with Priven shoulder of ((SH-66) from Km 4(500M) to (Longuh 39.360 Km) in Distri	i	14/05/2016	21 ກ່ວກເວັສ	135.661	120.40		31/12/2018	16.00 1
Bulandshahar section of NH-235 thainege Kin 8.800 to Kin. (#582 512) in the State of Utter Projects on Hybrid Angulty Mote (5	100%	28/04/2017	30 Months	7\$1.00	394.63 	386.37 	3171272018 '	ER N ER N
:hain(512)	in the State of Ulter Prefest	in the State of Utter Projects	nge Kin 8.800 to Kin. (1992)	in the State of Litzer Projection (3)	in the State of Litzer L'Impest	rge Kin 8.600 to Kin. Stateste in the State of Climer Projects	in the State of Litter Projects	in the State of Ulter Projects [3]

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SI. No.	Name of Project/Work	Percentage of participation of Ridder in the project	Date of Start /Appointed Date of the Project	Construction Period as per Agreement/ LOA		Value of work Completed (Rs. 10 Crores)	Balance Value of Work to be Completed (Rs, in Crorrs)	Anticipated Date of Completion	in Crure)
1	2	3	4	5	6	7	8 - (6 - 7)	9	· 10 - (] x 8 x 6)
\mathbb{C}	Construction of Adies A1 (307m long), A2 (573m long) and A3 (942m long) in Connection with New Single Line Broad Guage Link between Rishikosh and Karattprayag (1925KM) in the State of Utwarkhand, Judia		26/07/2018	730 Daya	84.37 	· · · ·	- 84.37	25/07/2620	84.37
	Destionment of Purvanchal Rapressway (Package-III) (Prim Jaraukala (Dist. Arrethi) to Sidhi Ganeshpur (Dist. Satianpur) (Km 79+900 to Km 121+600) in the Store of (Data Praduch on EPC Basia		10/20/2018	1095 Days	992,093		90, 199 1	09/16/2821	993.69
<u>1 430</u>	Epgrading/Improvement of Ch 01000~1001367 Sector of Baedetar-Rabi-Ranke Road (Nepal)	100%	29/10/2018 	35 Monthe	158.71	-	:38.71	28/10/2021	158,71
14	C.C. lining in Bewar Branch from Kao. 0.000 to Km. 26.536 including cardswork, construction of 03 nos. new JV.R.B., 02 no. topairing cross regulator, 08 nos. matter & 05 task. repair of existing head regulators, 04 no. repair fluming of VRB (Regulator		16/10/2018	1.5 Years]0915 (•		15/04/2020	109,15
	Development of Delhi - Meanut Expressway from Km (0.000 to Km 27.500 including 6/B Laning of NH - 24 from Km. 0.000 to Km. 49.346 (Hapar Byposs) in the State of Delbi and Ultar Pradesh under on DBQT basis-Package I from existing KM 3.360 to existing KM. 27.240(UP Border to Dasns) in the State of Utar Predestion Hybrid Amounty Mode Project.	L 27 1	06/11/2017 	24 monotolas i	1575(APCO Share Is Ra. 983 Cr.)	212.37(Apco Share)	770.63 ;	(14/05/2020 	, 63,סרד י
				;		_ !		2	3,832.98 4 6 ASG 6 R N 0085470 8 ACCM

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สมพระการสถารณ์สินสาร



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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(अडक परिवहन एवं बाजमार्ग मंत्रालम भारत नरकार)

National Highways Authority of India (Ministry of Road Francout & Highways Govt of India)

परियोग्जन्त कार्थतिगयः / Project Office इत्येक स्वतंत्रल स्वर्ध, एव म्/म, एव म्, टी.वर्द्र से स्वर्थने, न्वयून कल्प के 'कार्यान-१९३७२ (arte) Prostantementata Int S antik, F 4, DAG Colony, Norther Acad (artesis 2-10)2 (J.P.)

Kel: Letter No. 11025/5/PD Varaness/ Ring Road/LA /2018-19/38931

दूरभाष / Phone . 31 542-2501003 टेलोफेल्स / Fax : 91-542-2501002 ई- मेल / E⊲nail var@nhai.org केनसाइट / Wabsite www.nhai.org

Date: 31/08.2018

CERTIFICATE FOR CONSTRUCTION WORK

This is to certify that National Highways Authority of India has awarded vide their Letter of Acceptance No.: NHAIWaranasi-Bypase-Phase-I/EPC/UP (Tech-Div)/2014/60533, Daled 6th January, 2015 M/s. Apco Infratech Pvt. Ltd., Apco House, B-9, Vibhuti Khand, Gomli Nagar, Lucknow -226010, (or "4 lane of Varanasi Bypass from km 0.000 (starting point at Km 271.300 I of NH-56) to km 15.250 (and point at km 11.170 of NH-29) including 4 laning of NH-29 from km 10.700 to km 12.000 (total project length 16.550 km) [Package I] in the state of Uttar Pradesh under NHDP Phase – IV on EPC mode Project".

1. Salient features of the project are as under.	
Total Project Cost as per Contract Agreement	INR 261.09 Cr
Value of work completed as an 31* Aug. 2018	INR 246.03 Cr
Date of Commencement of the work (Appointed Date)	15 th May, 2015
-Contractura, date of completion	04 [#] May, 2017
Expected Date of Completion	23" Sep. 2018

Highways	5r · Description Io.	Length/ Nos.	Lane Km (LKM) /Span Arrangement	· Remarks	% of Work Completed
	iyhways		·	· ·- ·· ·-	—: —[
Lane With Automatic 15.55 Km / 4 Lane Bield Pavement 99%		16.35 Km	4 Lane	Rigid Pavement	99%

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	Road Over Bridge	_ · _ · _ · _ · _ ·			
	ļ 1+672	67m	1x15+1x37x1x15	4 Lane	98%
	13+709	60m	1×15+1×30+1×15	4 Lane	
!	Grade Separated Structure/Flyover				}
	8+902	90m	3x30	6 Lane	97%
	Minor Bridge		· · · · · · · · · · · · · · · · · · ·		╞╌╼╌
	6+811	8m	<u> </u>	6 Lane	1007%
• -	17+655	11.7m	1s(1.2	4 lane	100%
	l Vehicular	!			<u>i</u>
	Underpass	i I			;
	6+200	12	212	6 Lane	100%
	11+679	12	1×12	6 Lane	100%
	Pedestrien Underpass		+		<u> </u>
1	1+509		1117	4 Lane	100%
ī	1÷950	7m	1X/	4 Lane	100%
111	3+828		1x7	6 Lane	i 100%
W	4+745	7m	1 2X7)	6 Lane	100%
ν	7+745	, 7.п	1X7	6 Lane	100%
٧I	J()+Z]1	, 7m	2X7	5 Lane	100%
VII	13+207	1 - 7m	1x7	4 Cane	100%
ŶŨĨ	13+475	- - - - 7m	1X7	4 Lane	100%
ΪŖ	1/2011/1/2011 191414755 17 54	7m	1X7	6 Lane	103%
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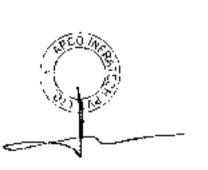
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	Hume Pipe Culvert	25 No's	1x1.2		100%
ļ——	Bos Culvert	6 No's	1:5	·	100%
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ι	· · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · · ·	<u> </u>			L

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The entire work is being executed by APCO infratech Pvt. Ltd., in a professional manner along with good engineering practices along with most modern Pant and Machinery/Equipment. $\delta \chi = \frac{1}{2}$









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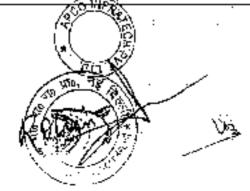
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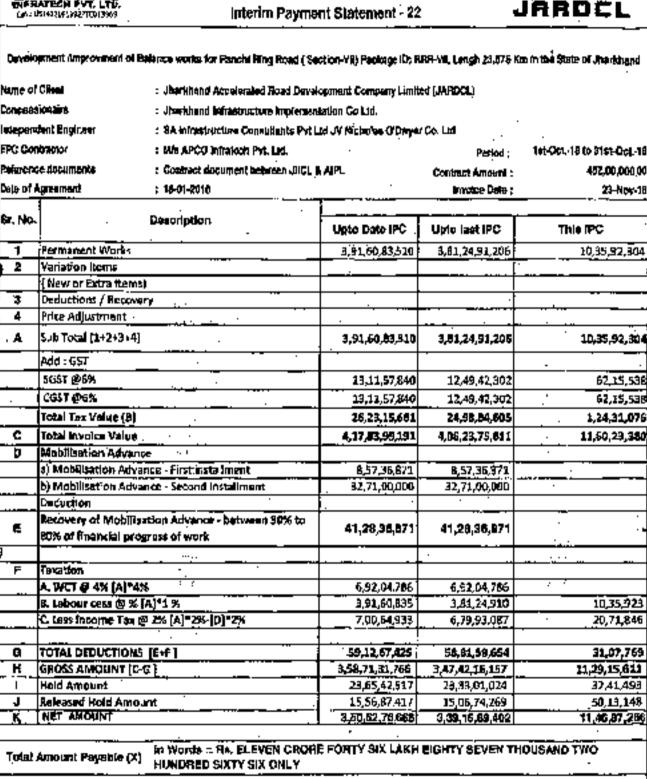
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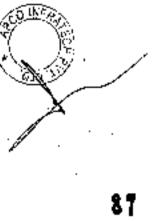




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APCO-TITAN (JV)

Special Purpose joint Venture for "Z-MORH" Tunnel Project

M/s APCO-TITAN JOINT VENTURE 1st Floor, Hotel Oresmiand, Gagangir, Kangar, Gandarba', JKK -191202 CRVN:: PAN & AAEAA10198K, GST:N NJ, 01AAEAA10198K,12F

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TAX INVOICE

Involte No.: RA-14

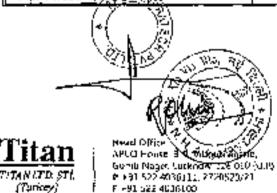
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Invoice Oate: 15-Oct-2018

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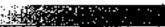
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3	Escatatun			7.58 11	14,59,24,872	14,66,60,983
4	Total Tazabis Amount (A)			3,20,20,45,737	52,00,30,783	3,83,11,28,520
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7	Torainez valva (8)	1		32,56,15,693	7 53,68,924	40,00,85,390
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INFRATECH

Corporate Officer UNIVERSAL TRADE TOWER 4th (Four, Sphine Road, Sector 48-49, Gougeron-122 108,). 7 × 91 (2016, 7500





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RA-14 - ABSTRACT

Mans of Flu Work - Construction, Operation and Matrix Grade of 2-VORH "Juncel including approximes on NH 1 (Strategy Sormang Gum, Rood) in the state of J&K on DEFDT Analy Bigss. Mans of Conference - APOD-TITAY JA Associety 3- 24 (From 28 32:10 to 20 02:18

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2.	2	Urdargmund Prowation Works	123.69,20.367	18,49,94,260	1.42,19.14,055	
	3	Summer Hereines	67.05.36,467	43151,520	71.37.56.997	
4	4	Shakaye	68,49,35,518	49,71,94,040 L	63,21,26,553	
\$	5	Dahar White	(0.292	14.662 h	36.631	
6	6	Wager Problem	112570	۱.	15,10,620	
7	7	Concrete Maria	8,04,048		<u>58,82</u>	
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18	5	Roza Marking	<u></u>		i	
17		Drainage and Protection works	↓ +.		╶╶╌╴┈╴	
18		Lined and Unived Drain			i	
6		Rotainno Walf or Wal	3,68,41,497	20.97 229	3,80,38,798	
20		Pachine/Turaing	32,09,412 [20,560	32,79,572	
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E	BRAND TOT	4	3,29.22 49,626	4 71 55 914	3,64,44,45,547	
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_	ż	Excelsion for Sirel (TW-)	+f	(43.22,658)	(43,22,668)	
		Escalation for Center, [53 Grade and 43 (Sede)	13,126	5,92,47 290	5,97,71,164	
		Excelution for Fuel and LybecenLgPOL	(13.62,521]	1.47.47 823	1,33,85,307	
		Establish fur Labour (VL)	24\$2,048	7.54,74,820	7.55.66 \$58	
		Escalation for Biest Component other than THT	1373,250	31/2097	27,72,107	
<u>с</u>	TOTAL ESC		र रहना	74,91,22		
					4 66 69 963	
H.	01044010	TAC=E+G	3,20,30,43,737	62,4 0,50,783	J.83,17,28,520	
≓ :-	125-07-00		1.02.85.57	15,70,702	1,68,70,139	- <u> </u>
5	TC5 0 0.29		G,76.87,282	13/0242	6, 16, 87, 262	
، ۲	Labour Gena		3,20,70,457	62,80,805	JAG 112651	
r L	Reference &		16.61.52.267	3,74,04 039	18,10,56,328	
	The family of	<u></u>	26.09.31.543	3,92,35,049	10,45,94,992	
	PAYABLE S		2.93,47,04,794		1.52.29.31.678	
			<u></u>			
Ci -	SGST R65		16,28.07 849	176.56.047	<u>206,02,055</u>	
P	CEST 6,6%		15 28,07 848	1,76 54,847	20,141 97,695	
		Howers Advance	10.50 40,435	1.44 54,59,554	1,55 16,00,020	
R	Any only Pa	çar, erv (li Anv)				
			3734583,054	(74,72,44,737)		

1 Measurements are acceptable as lock ded in FA Bull

2 Work executed as per specification and in accordance with the convertation contract

3. Rectivery and entate meeds to be made as per applicable laws, rules and regulations

Propertiel & Checked By Neutronorts APCO-TIT ect Dansolde Ð ٨Ī $L \sim N_{\rm C}$

Client Certificate

28⁴⁵March, 2018

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і. о.	Description	Details
)	Name: of Project	Channelization and bank development work of ofVarona River from Sin.1+000 to 11+300 in city Varianasi Uttar Pradesh
2	Name of the Employer	U.P. Projects Corporation Lamited
3	Name of the Contractor	M/s APCO InfratechPvt. Utd.
4	Date of Agreement	20-07-2016
5	Date of LOA	19-07-2016
6	Date of Commencement of the Project	20-07-2016
7	Scipulated date of Completion of the Project	19-01-2017
8	Contract Value as per Agreement	1. 70,00,43,000.00 /-
9	Total value of work Executed as on 20 th March, 2018	1 1,22,35,71,930.00 /-
0	Value of Remaining work as on 26 ⁶ March, 2018	47,64,71,070.00 /-
'n	Anticipated date of Completion of the Project	30-04-2018

*The above certificate is being issued on the request of the contractor for tender purposes.



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Project Manager U.P. Projects Corporation Varanesi

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Project	Ppger spag of MPR (in 664 for wapper Kuneh) an (Sertian for an Karibiana) UUCC An 1997 (in Baseline and mean gradier in 2004 (IPH 06) (* 1967 (in 19
Contract Approximate No.	64/00/2000/2016 12 same 15 12 2616
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Epoty when Mile address)'ll-Qddoerra, O. Delynger, Dett.Auttepper (L.P.) 232B(5
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٨	Value of Work Oanc			
-i	Week done for Schedule Items	+79.915.339	173.119.807	76,695,727
B	Price Anijnstment			
i	Price Adjustances pursuedu to clause 13.8	49,531,444	37,\76,757	12,354,657
ž	(g)tra Hunden opnin 667 importion werk Donalas per Co- Ha 1614/23-10-2017-12/Senacys/2017 dated-8 Nov -2017 (Ref Annesure-A)	. 35,057,714	31.557.977	n 434,933
	. Solu 7:cst (A (8)	567,434,697	471,949,541	\$5,4U&156
c	Amount whhout GST (A+B)/# 12	\$06,638,722	421,381,519	95.254,604
	Advance		·	
,	Advence Holesand			
	1:se installingens (blobbligation Advarige)	87,538,950	07,318,400	
	ind Installment (Deployment of Key Plant & Equipment)	87,315,920	87,318,900	
	argured advance for uon perishable concrisis knough to size	621 236,302	£21,235,311	
-	Toral Advance Released	295,874,503	395.R74.L01	
2	Recovery of Advances			
	Recovery all Machinery Amongo Purstance eliment (+ 2011)			
	Motoria, advecto pursuent to clause ta S[c)	77,812,503	56,300,503	21,511,950
	Deduction of Material advance interest dae or public regulatore with CCPA	13 211,313	2,23.1.5	
	Recursiv of acceptor payment purseave to cause 14.7(5)			
_	Advance Recovery	77,692,603	56.341,553	21,511,950
	Nes Advance (1-2)	216,061,598	239,573,548	(21,511,980)
E	Autoura Faya's e including all Laxes (A+B+C)		711.523.089	73.973,206
F	Deductions			
1	Referention. Meanly (2015)			
	Recention roancy & 4% but lim to J to 5% of Contrast Price (Nav Re. 7,81,57,935/-) apper Clause 14.5(c) of Contrast Agreement	34,016,00 2.00	28,316 ,972.00	5,924,110 ct
	Sala Tucal (k)	34,046,082	38,916,0T2	5,779,110
F.	Recovery of Torma			
I	Income Tax Indiating @ 7% an (6+8 DI)			
2	Labour Cess(#3%, no(#)			r
	Total Recovery of Tares [C]			
·	/imment.Confided in IPC Including EST = (2.5-6)	751,4 50,213	689,286,117	68,244,09

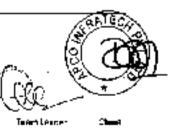
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Note : The Work Includy in this IPCR to per specifical standard

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ⁱocal people global experience

🚓 SMEC

Member of the Nurbana January Group

SMEC/5061184/UPMDRIP/PC4A/I2C 07/18-19/1483

19 November, 2019

To, Superintending Engineer, WR Cacle PWO, Unknow

Subjoct:	Consultancy Services for Construction Supervision of Crvil Wurk: Package (UP-SC-1) - Upg/ading of MDR No. 56E Haliyapar-Rudebhar (Section from 0.000 to km 49 272) in district Sultanpur (Pag No. P04A/UPMORI2/2015-16) - Submission of IPC 08
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Reference: 1 Contract Agreement No. 36/UPMD9.P/2016-17 dated 15 12.2016 2 Contractor's lotter no. UPMCRIP/SMFC/2016 19/523 dated 03.11.2018

Dear Sir,

IPC dig for Rs. 64,244,096.00 (Six Crore Eighty Two Lack Forty Four Thousand Ninty Six only) for Palrysour-Xudephar (section 0.000 to Nin 49,272) Package no P044/UPMORIP/2015 10 is enclosed in accordance with clause 14,3 of 600. "Us recommended that amount cortified in the IPC may please the paid.

It is requested that one copy of the final PC paid by you may be prowned to $\boldsymbol{u}_{3}.$

"hant og vorviant) asstering you for our best professional services.

For SMEC International Phy. Ltd. ດາຍທິງວຽກສາ on with SMEEC (Ind.a) I've. end. -010 Gi Pelitabhi Toam Leader/Engineer End. PC-08 2) MB No. 78/WS/I Royalty statement; 41 Calculation Sheet 5) - 631 Cles (06 aos.) CD for Reyalty (C1 nn.). C(c) Executive Engineer, W& Div, PWD, Lecknew 2 M/s AACO infratech Pvill Ctd., 8 S, Vibhuti Khaso, Gome' Nagar, Lucksow Internal: DTL, SMEC. 3. RU, SMEC

SMEG International Pty. Md. 2/67, Vipul Khaud, Gomti niagar Ucanow - 2rector Utar Fradesh, India 1451 S22 60-55-18 F India @Strice.com wherearce rect





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-	Tatal Receivery of Taxes [0]		-	
2	Income Tax Including @ 2% no (C)	····	· - ·	
	Recovery of Taxes			
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	Mice[Max, Rs 7 87,53,735/) as per Dause 34 8[6] #Cormate Systement	76,535,576	77,615,034	4,014,36
<u> </u>	Retearlies Money & 4% but in the 2% of Contract,			
t	Deductions	······-		
	Amount Payable including all terras (A+8+0)	633,637.247	\$75,974.740	56,462,453
	Mai Advanco (1-2)	19,808,912	210,044,555	- (20,243,57)
	Adrance Hocoeccy	=2,906,90k	12.657434	30,763,772
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	presented to claute 14.5(r)	06,372,4,1		
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	2nd Inited States (Depleyment of Key Plant & Equ grows)	78.157.739	78.157.739	-
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	Advest			
	Aanoung without G&T (A+B/L12)	336,287,376	127,616,751	68,665,075
	(Rit. Anovame-A) Vick Tatal (A-8)		766,970,235	76.906.12
3	Keles likerien dat in <u>GST (never on work lime as profin</u> No16144/23 10-2017-12/samanys/2017 deted-biov-2017	29,467,147	24,634,451	5,040,65
1_	Price deleter har small in chase	III,591,572	70.639,546	5,25.9,271
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local people global experience

SMEC/5061189/UPMORIP/P048/IPD-07/18-19/1484

19 Nevember, 2018

10, Superintending Engineer, WE CIACE, LIPPWO, JUCKNOW

Subject:	Consultancy Services for Construction Supervision of Civil Work: Package (UP-SC-1) Upgrading of MDR No. 66F Hulyapur Kudebnar (Section from 56 000 to kin 202 856) in essivict Sultanpur (Pag No. 9048/UPMDRIP/2015-26) : Submission of IPD-08
Referencer	L. Contract Agreement No. 37/JPMCRP/2016-17 dated 15 1 2 (W16

Contractor's letter no. UPMINR(P/SMEC/2018-19/S24 dated 05.11.2018)

Dear Sir,

6650 an in the

(20.08 for Pis. 52,048,093.03 (Five Crozes Townsy Lacs Forty Fight Thousand Minuty One only) for Haliyapur-Knoebhar there on SE.DCD to km 102.356) Package no. PD4B/UPtv D# P/2D15-10 is enclosed in accordance with clause 14 3 of GCC_It is recommended that amount certified in the PC may please be paid.

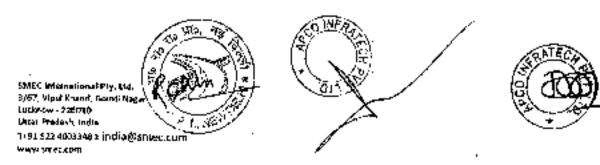
It is requested that one copy of the final IPC paid by you may be given to us.

Thanking you and assuring you for our best professional services,

For SNREC International Pty. Ltd. In association with SMEC (India) Pot. 1 HL GJ Patlabh: cam Leader/Engineer Θ ธิกขี้ไ. 11 PC-05 2) MB No. 80/WB/A 3 Poyally statement 4) Calculation Sheet 5) REF files (C3 nos.) C0 for Royalty (01 no). CC: 1 Executive Engineer, W8 Div, PWD, Locknow

2. M/s APCO Infratech Put. Ltd., H-9, V bhutil Khand, Gomte Nager, Eucknow 3. RE, SMEC

1, DTL, SMEC internal:



Client Certificate

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12[#] Submary, 2018

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SI. No,	Description	Details
1	Name of Project	Construction of Rapit Main Canal including all carth work and paces work from Km. 0.450 to 6.600 in District Shravasti
2 ⁻	Name of the Employer	Utter Pradesh Irrigation Department
4	Name of the Contractor	M/s Apcolntiatechilwi, Util.
1	. Date of Agreement	07.07.2016
5 .	Dale of LOA	02.07.2016
Ó	Date of Commencement of the Project	04.07.20.6
7	Stipulated cate of Completion of the Project	03.04.2017
B	Contract Value as per Agreement	144.21. 9.722 /-
<u>9</u>	Fotal value of work Executed as con- 12 ¹⁸ February, 2018	99,03,32,738/-
10	Value of Remaining work as on 12 th February, 2018	45,17,86,9847-
I .	Anticipated date of Completion of the Project	30,06.2013

* The above certificate is being issued on the request of the contractor for tender purposes.

(इ० प्रवीण न्युपार) इत्यानक अभियम्ता **वस्यम**ा

লাহ নাগ অ'

SaryuNahar Kinansel

Shravasti (U.P.)

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		Name of Work, Willow Shockfor Of Azampart Km 19(800M) Road	ing And Solid gundhi Doharighat (SH 68	ng With Panand 9 From Km 4(500M) To
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0095

White goal And Strangthening Wah Paved Shoulder Of Azomgarh Coherginal (SH-56) From Km 4(500M) To Km 43(800M) Bood

Circle : AZAMATARH

Commector : ,

Fander No :

Division PD - AZAWGARM

Budget Heart : 66/5054-02-337-05-03-24

Date Of Priviling . 29-11-2018

Work ID: agroupd-11 . -

Abstract Of RA Bill No. 12

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Widening And Szengheting (Web Paved Shoulder Of Azamgach Donarghat (SH-66) From Kim 4(SDOM) To Km 43(800M) Road

Circle · AZRWGARH

Contractor - .

Trander No 1

Division : PO - AZAMGAR-

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Budget Head : 55/5054-03-057-03-03-24 Were, ID : ezmpd-11

Date Of Printing 129-11-2018

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Abstract O/ RA Bill No. 12

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Widdong And Strengthening With Paved Shoulder Of Azamyarh Dohonghat (SH-66) From Km 4(500M) To Km 43(600M) Road Chara : AZAMGAR21 Date Of Printing : 29-11-2018

Contractor . .

Fender No :

Drvsion : PD - A2AMGARH

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9udget Head : \$8/5984-03-337-69-03-74

Work (D / azmpd-11

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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और एजमन्त्र मत्रास्त्रथ)

National Highways Authority of India

(Ministry of Road Transport and Highways) সাঁ-5 एব ৫, सेन्टर-10, ভ্রাকো, ৬ই টিক্লাঁ-110075 G-5 & 6, Sector-10, Dwarks, Yew Deini-113075

Meerut-Bulandshahr/NH-235/Hybrid Annuity/02(Tech-Div)/2015/76791

दूरेभाष / Prone - 81-27-25074-18825074209 फेक्स) / Caki 91-11-250935677 /: 25093514

> DUPLICATE 91 11.01.2016

To,

APCO Infratech (P) Ltd, APCO Honse, B-9,VibbutiKhand, Gomti Nagar, Lucknow 226 010 emtail:admin@apcoinfra.com

Kind attention: Shri Chandan Kumar Sinhō, Authorised Sigoatory

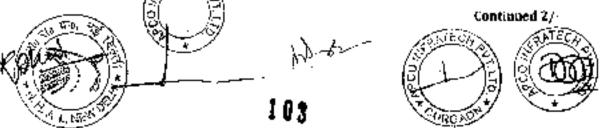
- Sub: 4-laning of Meerat Bulandshähar section of NH-235 from km 8.800 (design chainage km 8.800) to km 66.482 (design chainage km 73.512) in the State of Uttar Pradesh under NHDP Phase-IV on hybrid annuity mode-Letter of Award (LOA).
- Ref: Request For Proposal submitted on 09.12.2015.

Dear Sir,

This is to notify that based on your bid submitted for the project of "4-laning of Meerin Bulandshahar section of NH-235 from km 8.800 [design chainage km 8.800] to km 66.482 [design chainage km 73.512] in the State of Jttar Pradesh under NHDP Phase-IV on hybrid annuity mode" and offer a Bid Price consisting of Bid Project Cost of Rs 86B.77crores (Rupees eight hundred sixty eight errore seventy seven lakh only] and First Year O&M Cost of Rs 5.76 crore (Rs five errore and seventy six lakh only) is hereby accepted by NHAI and declaring you as the "Selected bidder" as per the provisions of Clause 1.2.6 of RFP.

2. In accordance with the Clause 3.8.4 of the RFP, you are requested to sign the duplicate copy of the LoA and return the same as your acknowledgement within 7 (Seven) days of receipt of LoA. Thereafter, pursuant to Clause 1.3 of RFP, you are required to execute the Concession Agreement within 45 days from issue of LOA.

3 You shall promote and incorporate the Concessionalite as a limited liability company order the Companies Act 2013, as the entity which shall undertake and perform the obligations and exercise the rights of the Bidder under the LOA, including the obligation to color into this Concession Agreement pursuant to the LOA for executing the Project. The Concessionairo shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority no later than 30 (thirty) days from the date of this agreement, an irrevncable and unconditional guarantee from a Bank for a sum equivalent to Rs43.44 erores (Rupees forty three erore forty four lakh) in the form stepforth in Schedule F (the "Performance Security").



4. You are required to comply with all the terms and conditions set forth in the RFP documents and subsequent addendum/corrigendum issued. In case of any default on your part, you shall be liable for action as stated in the RFP Document.

-2-

Thanking you,

Yours faithfully,

(Rananjay Singh) General Manager (Technical) UP







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FP Project Management

Formerly Fuschmoon Probaul (India) Private Limited

315 Jolgovind Wool, New Probhodski Rood, Prophodok, Mumpoi 400 025, Insta

Tel: +? -Z2 8640 370: - Fox - ×VI-22-6660 3502 Frimail, n/mu≂ribai@ipindia.com - - **www.fpindia.co**m

CERTIFICATE

Certificate No: FEPL/08/2018 Date: 22nd November 2018

To, Union Bank of India Main Branch, Hazaratganj, Lucknow - 226001

Ce	Concessionmire M's Freedompoint Expressway Pyt. Ltd.			Confractors	APCO Infratee)	Pvt. J.fd
ÈÇo	ntract Amount	Rs. 7,810,000,000.00		Bill Period	01* July 18 to 31*	October 18
Sr. Nu.	Particulars			Amount Up to Previous Month	Amount For this Period	Cumulative Amount up to this Period
5AÚ-				Јиле -18	July 18 - October 18	July 18 – October 18
l	PART - A WO	RK DONE				
	Value of work e	xecuted (Permanent Works)	Δ.	2,931,427,014.00	592,090,962.00	3 <u>.52</u> 3,5 <u>17</u> ,976.00
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2	PART B-SE	CURED ADVANCE	C i			
	Net Material zo	Vance	D	437,711,863.31	131,927,550.00	569,639,413.31
[— _	Recoveries		Ē			-
	Sub-total Paym	nent (B+D-E)	Ē	3,369,138,878.00	724,018,512.00	4,093,157,390.00
	PART - C - GS	T ADDITIONS	; C			
	CGST @ 6% o work executed	n Value of permanent i.e. on A	н	175.885.621.00	35,525,458.00	211,411,079,00
	SGST @ 6% a work executed	h Value of permahent Le. on A	įT	175,885,621.00	35,525,458.00	211,411,079.00
·	Sub-Total Pays	nacial (H+I)]]	351,771,242.00	71,050,916.00	422,822,158.00
	Gross Total Pa		jκ	3,283,198,256.00	663,141,878.00	3,946,340,134.00
	Gross Total Pa Material Adva	yment Including Net ace ([?1.J.]	١.	3,720,910,120.00	795,069,428.00	4,515,979,548.00

Certified that the above amount is the prorate cost estimated for works completed and certified to the Contractor's RA Bill No.08 for the period 1º July 18 to 31º October 18.





EP Project Management of an annual state of the Project Management Consultancy Services Pyrillidi ceseri in Muritan, with inflate in Inter EP Project Management of an article Polytogeneris group of comparies, was offsee in UK, India, UML, Galar, Philippinta, hay also Romania

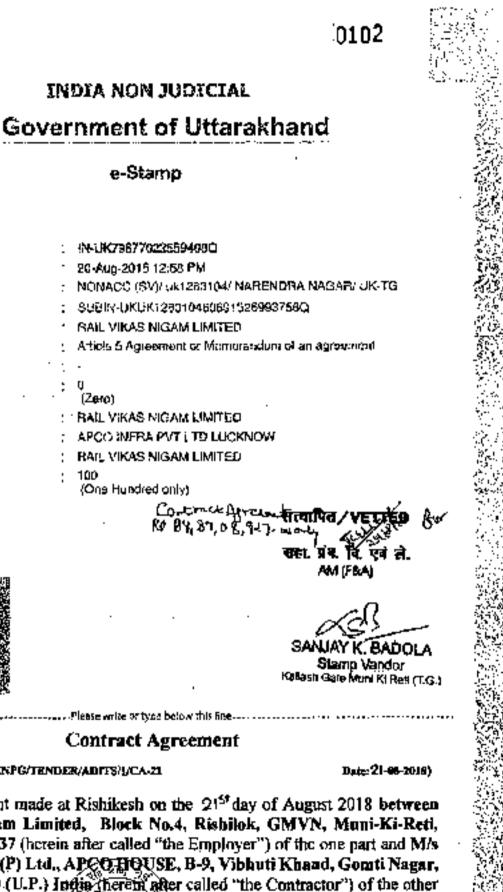
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Corsticate No. Certificate Issued Date Account Retarence Unique Doc. Reference Purchased by Description of Document Property Dase/officer Consideration Price (Ra.) Firet Party Second Party

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Contract Agreement

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(One Hundred only)

(CA No. RVNL/RKSH-KNPG/TENDER/ADITS)!/CA-21

This Agreement made at Rishikesh on the 215' day of August 2018 between Rail Vikas Nigam Limited, Block No.4, Rishilok, GMVN, Muni-Ki-Reti, Rishikesh - 249137 (herein after called "the Employer") of the one part and M/s APCO Infratech (P) Ltd., APCOHQUSE, B-9, Vibhuti Khaad, Gomti Nagar, Lucknow-226019 (U.P.) India therein after called "the Contractor") of the other pàrt.

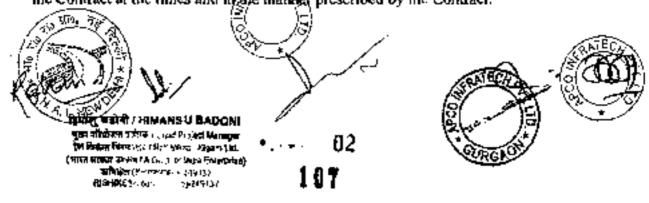
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दिमांश् बढोपी । HIMANSU BA व प्रतिनेवक्ता स्टब्स् ≈ ⇔्वट**व Жलाग्वे** Fig.Superv ។ ដែល ទាំង ក្នុងស្ពារ ប្រើដែល ស្ថិត្ត ភ្លឺស្ថិត ស្រុកស្ត្រី ស្រុកស្តែក ស្ថិត្ត ភ្លឺស្ថិត

Whereas the Employer desires that the works known as "CONSTRUCTION OF ADITS A1 (307m long), A2 (573m long) AND A3 (942m long) IN CONNECTION WITH NEW SINGLE LINE BROAD GUAGE LINK BETWEEN RISHIKESH AND KARANPRAYAG (125KM) IN THE STATE OF UTFARAKHAND, INDIA." should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

- In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Performance Security (Bank Guarantee)
 - b) The Letter of Acceptance.
 - c) The Letter of Technical bid.
 - d) The Letter of Price Bid.
 - e) Addeada to the Tender Document.
 - The Special Conditions of Contract. Part A: Contract Data Part B: Specific Provisions.
 - g) General Conditions of Contract (GCC)
 - h) Terms of Reference.
 - i) The Drawings
 - The Completed Schedules including (priced bill Quantities).
 - k) Contract Forms,
- 3) In consideration of the payments to be made by the Employer to the Contractor as indicated in the Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provision of the Contract.
- 4) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manuar prescribed by the Contract.



नत्थापित / VER रहेतु बहा. प्रंब. बि. एवं ले. AM (FRA) IN WITNESS whereof the parties whereof the parties here to have caused this Agreement to be executed in accordance with the laws of Republic of India on the day, months and year indicated above.

For and on behalf of the Employer

For and behalf of the Contractor

Signature of the authorized official

Signature of the authorized official

Name of the official

दिम्मीर अंग्रेनी / HIMANS & GADONI पुरुष परिकेचना फांक्स (Churl Project Manager ver M (2000 202) - 244131 REMAKESH (Londinum)-240137

in the presence of

Name of the official -342.842

Stamn Seal of the Contractor CO INFRATECH PVT. LTD. Universal Trade Tox w. 4th Flace Sector 48-49, Solvis Road Gurugrent-122101 (Helyana)

in the presence of

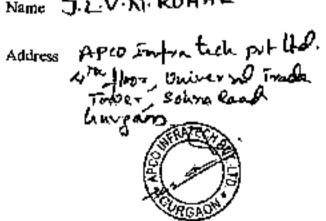
Sign of Witness 21-

Name SUMIT JAIN

Address Block 4, 6MUN RUN LOK, MONI IN RETT, RISHNESH, UTTHERE & NAME - 249137

Sign of Witness

Name J.L.V.N. KUHAR









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मुख्य परियोजना प्रवंधक कार्यालय (तरिषेर-कर्णप्रया तर्र रेष्ठ सहेर परिवेकत)

Office of Chief Project Manager

(Rishikesh-Keranoroyag New BG Reil Line Project) Hock Na.4, Robilet, GMVII, Mani N-Reit, Rishiwah - 297137 Drait r-minishi (figmet.com, Tel: +91-135-144200

No. RVNL/RKSH-KNPG/TENDER/ADITS/1/Port-3/585

Date: 26.07.2018

NOTIFICATION OF AWARD

M/s Apco Infratech (P) Ltd., Universal Trade Tower, 4th Fluor, Sohna Road, Sector 42-49, Gurgaon, Haryana - 122101,

(Kind Attontion: Mr. Chandau Xumar Sinha)

Sobe-Notification of award for "CONSTRUCTION OF ADITS A1 (307m long), A2 (573m long) AND A3 (942m long) IN CONNECTION WITH NEW SINGLE LINE BROAD GUAGE LINK BETWEEN RISHIXESH AND XARANPRAYAG (125KM) IN THE STATE OF UTTARAKHAND, (ND)A."

Ref:- 1FB No. RVNL/RKSH-KNPG/TENDER/ADITS/1 dated 25.04.2018.

- This is to notify that your bid submitted on 22.06.2018 and negotiated on 18.07.2018 with reference to IFB No. RVNL/RKSH-XNPG/TENDER/ADITS/1 dated 25.04.2018 for "CONSTRUCTION OF ADITS A1 (307m long), A2 (573m long) AND A3 (942m long) IN CONNECTION WITH NEW SINGLE LINE BROAD GUAGE LINK BETWEEN RISHIKESH AND KARANPRAYAG (125KM) IN THE STATE OF UTTARAKHAND, INDIA" for the contract amount of Rs.84,37,08,927/- [Rupees Eighty four Crores Thirty Seven Lakhs Eight Thousand Nine Hundred and twenty Seven only) is accepted by the competent authority of RVNL.
- The summary of the accepted contract price schedule wise, according to rates offered (Including discount of Rs. 25,00,000) during negotiation meeting and as corrected and modified for the contract is as here under.

6N	Description of Schedule	BOQ Value (in Rs.)	Accepted Percentage	Accepted Amount (In Re)
A1	Open Excavation	1,64,7 <u>9,8</u> 70*1	1 <u>21.23% [Above]</u> #	3,64,58,416,40
A2,	Underground Excervation	22,27,43,863	47.97% (Above)+	32,95,94,094,08
B1	Ground Support (Steel Items)	12,66,20,683	5.85% (Above)	13,40,27,992,96
B2	Ground Support (Concrete Items)	10,51,35,459	17.56% (Above)	12,35,97,245.60
C1	Drainng, Grouting, Drainnge and other miscellaneo <u>us</u> w <u>o</u> rks	2,61,43,624	10.64% (Abave)	2,89,25,305.59
C2	Supply of Grout Material	15,38,01,000	8.21% (Above)	16,64,28,062.10
D	Instrumentation and Monitoring	63,08,598	55.37% (Above)#	98,01,669.71
ΪĒΊ	Employer's Site Office	75,59,495	68.70% (Above)	1,27 52,868.07
E2	Environment Management Plan	10,12,000	109.81% (Above)#	21,23,273.81
<u> </u>	Total Estimated Price	66,58,04,592		\$4,37,08,927

 BOQ value for Scheduln A1 is revised to Rs. 1,64,79,870/- after deletion of item A1.1d amounting to Rs. 6,48,75,000/- at estimated rates.

* Rates for Schedule A1, A2, D and E2 are banned for comparison in future tenders and estimated Wariation if any in these schedules during the course of execution of work shall be permitted with approval of competent authority only.

3. You are required to Jurnish an unconditional bank guarantee for Rs. 8,43,70,893/- (Ruptes 50. Weight Critics Fore Three Lakes Seventy Thousand Eight Hundred and Ninety Three only) in an an Annual Critics Fore Three Lakes Seventy Thousand Eight Hundred and Ninety Three only) in an an Annual Critics Fore Three Lakes Seventy Thousand Eight Hundred and Ninety Three only) in a contract (Para 4.2 of Section 5 G20, and Para 4.1 of Section 1

or 1261218 Next Office : Int Plane, August Reast Blocker, Blilkolf Came Place, R.K. Paron, New Delm-3/100 Page | 1 of 3 Tet. +91-11-26738299 Fax: +91+11-26282957. Web. www.rml-ma

[TB] and additional performance guarantee amounting to Rs. 2,84,41,666/- [Rupees Two Crores Eighty Four Lakhs Forty One Thousand Six Hundred and Sixty Six only] according to provisions of ITB 35.5 [against Schedule B]. C1 and C2 as detailed in table below], within 28 days of the receipt of notification of award, using the performance security Form No. COF/3 included in Section-S of the blocking document. Bank guarantees shall be valid up to 24 months (Completion period] + 180 days (Defect Liability Period) + 28 days from the date of issue of this notification i.e. Up-to 28.02.2021.

$\Gamma = i$		Revised	M/a APCO I	loirs Pyt. Ltd.	(8/4)
D .(]]	Description of Schedule	Estimated §	Rates Quoted	Unbalance	Unbalance
No	Description of adreatie	Cost	inclusive of	percentage	Price
		<u>(in Ps.)</u>	<u>discount (in Rg.)</u>	(17),964	(In Ra.)
				5 (Col. 4-	6
[]	2	3	4	25.72%	
·				16%-)	
L AL	Open Excevetion	1 64 79 870	121.230%		D
[<u>A</u> 2],	Underground Excavation	22,27,43,863	47,970%	0.	D
81	Ground Support (Step)	12,66,20,683	5.650%	10.574	13763658.24
┝╼┈╼┥	Dems 2 Success	<u>- · · · •</u>			
82	Ground Support (Concrete Items)	10,51,35,459	27.560%	0	• •
·	Drilling, Grouting,				
CI	Drainage and other miscellaneous works	2,61,43,624	10.040%	6.08%	1589532.34
C2 !	Supply of Grout Material	15,38.01,000	8.210%	8.51%	13088465,10
D	Instrumentation and	63,08,698	\$5.370%	٥	
	Monitoring	1 7		-	
<u>[E1</u>	Employer's Site Office	75,59,495	68.700%		
E2	Ensiténment Ménagement Plén	10,12,000	109.82%	¢	0
	Total Price	66,58,04,592			2.84,41,666

- 4. In terms of Section 40 of Section 2 ITB, the contract agreement will be sent to you shortly, which you shall sign with date and return to RVNL within 28 days of its receipt. Till such time a formal contract agreement is executed, this notification of award along with the document mentioned under reference shall constitute a binding contract.
- Faiture to submit the above mentioned performance security as stated in para 3 above or to sign the contract agreement shall constitute sufficient ground for annument of the award and forfeiture of the bid security.
- This contract will be operated by Joint General Manager/Projects-1, Rail Vikas Nigam Limited, Rishikesh having it's office at Block No.4, GMVN Rishikok, Muni-Ki-Reti, Rishikesh - 249137. The name and address of Engineer shall be notified later.
- You are requested to submit duly filled forms KEYP-1, KEYP-2, KEYP-3, P&M-1, P&M-2, INS-1 and INS-2 of Section 4 Bidding forms.
- 3. The rates and prices in the priced Bill of quantities shall, except as otherwise provided under the contract, include all construction equipment, plant, labour, supervision, materials, errection, anaintenance, insurance, profit, royalty, octroi, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract as per clause No 6 of BOQ Preamble.
- 9. Your kind attention is invited to Clause 14.7 of Section 1 ITB which reads as under: "All duties; taxes, and other levies payable by the Contractor under the Contract, or for any other cause (including standard specifications), as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder."
- 10. Your kind attention is invited to provide an end equipment requirements as mentioned in Chapter 4 of Section WRG/No relaxation shall be allowed in specifications and requirements of Machinery and personaiel without approval of competent authority.



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- (1. On account of deletion of item A).1d from BOQ of the works, in addition to already available space at Adl: A2, employer shall also provide extra space free of cost to contractor within 2-3 km away from Adit A2, for which no claims of the contractor shall be admissible.
- Date of commencement of work will be regulated according to para 8.1 of Section 6 GCC and Section 7A and shall be notified in due course in writing.
- 13. The works are to be completed within 24 (Iwenty Four) months from the date of commencement of works. Defect liability period is 160 (One Hundred and Eighty) days.
- You shall furnish the bonds, guarantees, undertakings, warrantees as stipulated in the bid document as per the contrast forms.
- According to Clause 8.3 of Section 6 GCC, you are required to submit a detailed program to the engineer within 28 days from the date of commencement.
- Reference base date for "Adjustments for changes in cost" according to Clause 13.8 of Section 6 DCC will be the date of Negotiation meeting i.e. 18.07.2018.
- 17. Mobilization advance @ 10% of the accepted contract value will be paid in two equal instalments ogainst bank guarantees split into two equal parts for each instalment, which shall be 110% of mobilization advance instalment in the latest bank guarantee format as per 14.2 of Section 6 GCC, in conjunction with Section 7A PCC.
- 18. According to Elause 18.1 of Section 6 GCC read with Section 7A PCC, you are required to submit (a) Evidence of Insurance within 14 days; and (b) Relevant policies within 28 days from the date of commencement.
- 19. You are requested to fill form enclosed for payment through RTGS.
- 20. OSTIN of RVNL in the State of Uttarakhand is 05AACCR5652A1ZT.
- 21. You shall ensure full compliance with the tax laws of India with regards to this contract and shall be solely responsible for the same. You shall submit copies of acknowledgements, evidence of filing returns every year and shall keep the employer fully indemnified against your liability of Tax, penalty, etc. in respect thereof, which may arise.
- 22. This letter of acceptance along with revued BOQ is sent to you in duplicate. You are required to return one copy duly signed and stamptd on all pages including your unconditional acceptance thereof, as a token of your acknowledgement within 7 (Seven) days of receipt of this letter.
- Hereinafter this Notification of Award shall be called the "Letter of Acceptance (LOA)".

DA: Revised BOO An Ton Pages) and RTGS Form (One Page).

Yours Truly,

C21/1612118 (Sumit Jain)

Joint General Manager/Projects-1 रेलभ्विकार निगम हि,/ तक view Norm Lit. भारत सरकार का उसमें/A Gost of som Emirgine

रेस मंत्राजय/Ministry of Roiwoya अजिकेश—248137 / Netson 240137 Date: 26.07.2015

No. RVNL/RKSH-KNPO/TENDER/ADITS/1/Part-3/585 Copy to:-

- 1. Seey, to CMD for kind information of CMD.
- 2. Director/Project For kind information please.
- ED/P/South and ED/Electrical for kind information please,
- CFO/RVNL for kind information please.
- 5. GGM/P-1 for kind information please,
- CFM/RKSH and GM/F (NSF) for kind information please.
- 7. JGM/TC for kind information please,
- Tendentellige kind information and record.



(Sumit Jain) Joint General Manager/Projects-1

UPEIDA

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UTTAR PRADESH EXPRESSWAYS INDUSTRIAL DEVELOPMENT AUTHORITY 2^w Floor, Paryatan Bhawan, C-13, Vipir, Khand, Gomu Nagar, Sucknow, 226010 0522-2307542/2307592, Fax-0522-4013560, Email-upe:6a2@gmail.com

> <u>Bef. [70] /UPRIDA/ 2018/ 934/(Procurement)</u> <u>Dated [7]uly, 2018</u>

Τo,

M/s APCO Infratech Private Limmed Universal Trade Tower, 4th Floor, Sohna Road, Sector-48-49, Gurgaon-122101 (Haryana)

Inplicate

0108

Kind Attn: Sri C.K. Sinha, AGM (Tenderine and Estimation)- Tenders

Sub: Development of 'Purvanchal Expressway' (Package-III) From Jaraikala (Dist. Amethi) to Sidhi Ganeshpur (Dist. Sultanpur) (Km 79+900 to Km 121+600) in the State of Uttar Pradesh on EPC Basis - 'Letter of Intent'.

Ref: Your Bid submitted on St July 2018.

Str,

With reference to your proposal submitted online on 05th July 2018 at e-tender portal viz. <u>https://etender.up.nic.in</u> in response to the RFQ-cum-RFP issued by the Authority on the said e-tender portal for selection of Contractor for development of 'Purvanchal Expressway' (Package-III) From Jaraikala (Dist. Amethi) to Sidhi Ganeshpur (Dist. Sultanpur) [Km 79+900 to Km 121+600) in the State of Uttar Pradesh on EPC Basis ("The Project"), we are pleased to inform you that your Financial Proposal quoting a fixed lump sum Bid Price of INR 13,80,74,00,000,00. (Rupees One Thousand Three Hundred Eighty Crores Seventy Four Lakbs only) (exclusive of GST) has been found as lowest bid and therefore the Competent Authority has decided to declare you as the "Selected Bidder" in terms of the provisions of the aforesaid RFQ-cum-RFP document.

2. Accordingly, this Letter of Intent (LOI) is being Issued to you for development of 'Purvanchal Expressway' (Package-III) From Jaraikala (Dist. Amethl) to Sidhi Ganeshpur (Dist. Sultanpur) (Km 79+900 to Km 121+600) in the State of Utter Pradesh on EPC Basis at a fixed lump sum Bid Price of INR 13,80,74,00,000 (Rupees One Thousand Three Hundred Eighty Crores Seventy Four Lakhs only) (Accusive of GST). The payment and other terms & conditions shall be as persite RFQ-come RFE Accument.

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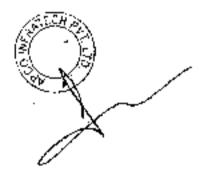
3. In accordance with Article 7 of Draft EPC Agreement, you are required to provide within 10 (ten) days of the date of signing of Agreement, an irrevocable and unconditional guarantee from a Bank in the form set forth in Schedule-G (the "Performance Security") for an amount of INR 69,03,70,000.00 (Rupces Sixty Nine Crores Three Lakes Seventy Thousand only). Until such time the Performance Security is provided by the Contractor and the same comes into effect, the Bid Security shall remain in force and effect.

4. We are issuing this Letter of Intent (LOI) to you in duplicate with the request to sign and return the duplicate copy of the LOI in acknowledgement thereof within 7 (Seven] days of the date of this LOI. Kindly note that in the event the duplicate copy of the LOI duly signed by you is not received by the Authority within the stipulated time, the Authority reserves the right to appropriate the Bid Security submitted by you and to take further necessary action in accordance with the provisions of the RFQ-cum-RFP document.

Please ensure to take further necessary action regarding furnishing of Performance Security, execution of Agreement and commencement of assignment etc. as per the terms & conditions indicated in the RFQ-cum-RFP document.

Yours Faithfully,

(Awapish Kumar Awasthi) Chief Executive Officer











Date: October 29, 2018

To, APCO Infratech Pvt. Ltd., Universal Trade Tower, 4th Floor, Sohna Road, Sector 48-49, Gurgaon-122101 (Haryana) Ph: 0124-4417300 Fax: 0124-4417349 Emsil: tewler@apcoinfra.com

Subject: Letter of Accoptance

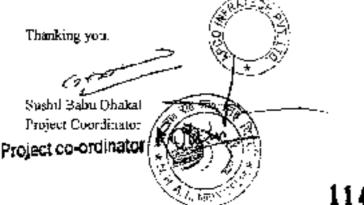
Ref:- Upgrading/Improvement of Ch. 0+003~100+357 Sector of Bhedetar-Rabi-Ranke Road; Contract No. RIDP/337133/BRR-01/074/75

This is to notify that your Bid dated September 25, 2018 for execution of the Upgrading/Improvement of Ch 0+000--100+367 Sector of Bhedetar-Rabi-Ranke Road, Contract Identification No;, RIDP/337133/BRR-01/074/75 for the Contract price of the equivalent of as given below and as corrected in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Name of Executing	Contract Amount Including VAT and P.S.			
Agency (Firm)	In Figure (USD.)	La Words		
APCO Infratech Pvt, Ltd.	32,618,541.12	Thirty Two Million Six Hundrod Eighteen Thousand Five Hundred Forty One and Twelve Cents Only		

You are hereby instructed to contact this office to sign the formal contract agreement within 15 days. As per Clause 41.1 of the Bidding Documents (ITB), you are also required to submit Performance Security of USD 18,42,460.00 in words: USD One Million Eight Hundred Forty Two Thousand and Four Hundred Sixty only, consisting of a Benk Guarantee (Performance Security) in the format included in Section IX (Contract Forms) of the Bidding Document. The guarantee shall be valid at least 49 months from the date of Contract Agreement.

The Employer shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period as per clause 27 (5) of Public Procurement Act, 2063 and Clause 41.2 of the Bidding Documents $(IT_{B})_{res}$.





Accentance of Tender

Rran, Superintending Engineer Inization Works Citclo.

Allgarh

Toš

APCO Infratech.

Sublect Tender July C. C. Jaing in Brwar Branch from Km. 0.000 to Km. 26 536 including

cardwork, construction of 03 nos new V.R.B., 02 no. rapairing cross regulator, 08 nos, outlet & 05 nos, repair of existing head regulators, 04 no. repair fluming 55 of VRB /Regulator

Dren Sir,

5. Kindly refer to mit quoted by you in financial bid dated-10.09.2018 and Depointed rates dated-18.09.2018 against the E-tender police po.-01/SE/2018-19, dated-02.07.2018

You are bereby informed that your tender has been accepted for the stems of wok as specified in Schedule "A" for Rs. 1091460640.00

You are requested to furnish the total accurity deposit of Rs. (0.9) Grore along with stamp duty as per rule within 7 days for emergent works from the receipt of this letter and you are also requested to be present at the office of the Superintending Englices, Jirigation Works Circle, Aligarh for execution of contract bond documents.

The contract will be governed by the conditions of contract as set in the tenderdocument subject to modifications accepted by Superintending Engineer

Yours Sincerely,

(Krishal Kumar) chiltending Engineer



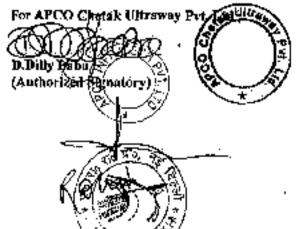


0112-

Client Certificate

30^e April, 2018

St. No.	Description	Details
	Name of Project	Development of Delhi - Meerut Expressway from Ket 0.000 to Ket 27.500 including 6/8 Laning of NH - 24 from Km. 0.000 to Km. 49.346 (Hapur Bypass) in the State of Delhi and Uttor Prudesh under on DBOT basis- Package II from existing : KM 8.360 to existing KM. 27.240(UP Border to Dasna) in the State of Uttar Predesh on Hybrid Autouity Mode Project
2	Name of the Employer	APCO Chetak Ultraway Pvt. Ltd.,
3	Name of the Contractor	APCO Infratech Pvt. Ltd.,
4	Date of Agreement	1" September, 2017
5	Date of Commencement of the Project	6 th November, 2017
6	Stipulated date of Completion of the Project	4 th May, 2020
7	Contract Value as per Agreement	Rs 983 Cr.
8	Total Value of work Executed as on 30 th April, 2018	R4. 212.37 Cr.
9	Value of Remaining work as on 30 th April, 2018	Rs. 770,64Cr.
10	Anticipated date of Completion of the Project	4* May, 2020





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Corporate Office: University Trade Trade To Sector - 49, Sohna Road, Gunugram - 122 101 (Harvana) P +91 124 4417300 Head Office: APCO House, B-9, Wolf Khand, Gon't Nagar, Ludonov-726 010 (U.P.) P +91 522 4036111, 2720520/21 F +91 522 4036100 admin@epcointra.com www.apcointra.com



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण सहन परिवल्न और अन्त्रल एकत्रण National Highways Authority of India

(Ministry of Road Transport and Highways) जो-5 हवे 6, सेक्टर-10, इएका, 4ई दिल्ली 110076 G-5.8 6 Sector 10, Dwarka, New Doile 110075

NHAUDelhi-Haput/Pkg-II/2015/26/97085

दुरमाप्र (Physics - 914) - 25074 (2023) (2020) जेकर (May 91) 31 2012/01/11 202003 (3

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23,03.2017

ORIGINAL

Yo, M/s Apoo Infratech pvt. Ltd. & M/s Chetak Enterprises Ltd. (Consortium) Uriversal Trade Tower, 4th Floor, Sec 48-49, Sohna Road, Curugram-122101 Phone No. 0522-4035111 Fax No: 05224036100 Email Id: ddbabu@epcoInfra.com

LETER OF AWARD (LOA)

Kind attn: 1. <u>Mr. Anil Kumar Singh, M.D. Appo Infratech Private Limited</u> 2. <u>Mr. Hukmi Chand Jain, M.D. Chetak Enterprises United</u>

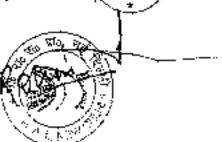
Sub : Development of Delhi -Meerut Expressivay (rom Km, 0.000 to km, 27.500 including 6/8 laning of NEI-24 from km. 0.000 to km 99.346 (Hapur Bypass) in the state of Delhi and Uttar Pradesh under (Design length - 49.346 km)-Package-II from existing Km 8.360 to existing Km 27.740 (UP Border to Dasna) in the state of Uttar Pradesh - Hybrid Annuity Midel (3rd call) - Letter of Award (LOA).

Ref: RFP submitted on 03.10.2016

Sir,

This has reference to your technical and financial proposal submitted on 03.10.2016 for the above-mentioned project. NI IAI hereby accepts your Financial BkI consisting of Bid Project Cost of Rs. 1989 Crore (Rupees One thousand Nine hundred Eighty Nine Crores only) and First year O&M Cost of Rs. 27 crore (Rupees Twenty seven Crore only) and declare you as the "Selected Bidder" as per provision of Clause 3.8.1 of RFP Document. The Construction Period is 910 days from the Appointed Date.

2. In accordance with the clause 3.8.4 (RFP-Volume - I), you are hereby requested to confirm your scrapping of this LOA within 7 days of its issue and return the duplicate copy of the LOA fouly signed in acknowledgement thereof. Thereafter, you are required to execute the Procession Agreement within 45 days of issue of LOA as per Clause 1.3 (RFP-Volume-I)



3. Further, as per RFP documents, you are required to incorporate a Special Purpose Vehicle solaly for the purpose of domutling the project (the "Concessionaire"). The Concessionaire for due and faithful performance of its obligations during the Construction Period shall formisb a Performance Security by way of an irrevocable and unconditional Bark Guarantee of Rs. 99.45 Crores (Rs. Ninenty Nine Crores and Forty five lacs only) i.e. 5% of Bid Project cost (as per Article 9 of RFP Vol-II) within 30 (Thirty) days of the Date of Agreement. The Performance Security shall be valid for a period of one year from Appointed Date. Till the time the Concessionaire provides NHAI with the Performance Security, the Bid Security shall remain in foll force and effect (Article-9 of RFP Vol-II).

-9 -

4. You are required to comply with all the terms and conditions set forth in the RFP documents and subsequent addendums/ corrigendum issued. In case of any default on your part, you shall be liable for action as stated in the RFP Doctument.

Yours faithfully, (Rajeet Yeda General Manager (Expressway)







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This is to certify that, based on the Audited Balance Sheet of M/s APCO Infratech Private Limited (Pormerly known as APCO Infratech Limited), the Annual Construction Turnover and Net Cash Accusals during FY 2013-2014 to FY 2017-2018 is as follows:-

Annual Construction Turnover

Rs. In Crores

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2013-14	2014-15	2015-16	2016-17	20) 7-2018
781.46	1169.39	1261.53	1216.75	1614.49

Net Cush Accruals (Profit After Tax + Depreciation)

Rs. In Crores

58.95	88.94	85.17	101.86	172.65
2013-14	2014-15	2015-16	2016-17	2017-2018

For Abbay & Associates (Chartered Accountants) FR<u>N: 0</u>08547C

A33 K. Tandor Membershin No. 077828

Date: 22.6.2018 Place: Lucknow









Details of ongoing works (Ref Clause 10.3 (iv) of Draft EPC Agreement)





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibbuti Khand, Gomti Nagar, Lucknow-226010 120

Appendix - IA Annexure-VIII

Details of ongoing works (Ref Clause 10.3 (iv) of Draft EPC Agreement)

		Name of the work	Contract Price (INR Cr)	Appointed Dute	Original Scheduled Completion Date	Likely Date of Completion	Reason for Driay#
	100 - 101 100 - 101	Dovelopment / Improvement of Balance works of Rauchi Ring Road (Section - VII) (Package ID : RRR-VII Longth 23.575 Kms in the state of Jhark'saud on BOT (Annuity) Basis.	452.00	1-8-2016	01-02-2019	01-02-2019	
- te	2	Construction of Z-Morh Tunnel including approches on National Highway No - 01 (Srinagar - Soninarg - Guinri Road) in the State of J&K	1,330.84	9-6-2015	09- 06-2020	09-06-2020	
		Four Laning of Meerul Bulandshahar section of NH 235 from Km. 1 8.800 (design chainage Km.8.800 to Km 66.482 (design chainage Km 73,512) in the State of Utlar Pradesh under NHDP Phase - IV on Hybrid Annuity Mode	781.00	28-04-2017 (25-10-2019	25-10-2019	
121	4	Development of Parvanchal Expressway (Package-III) From Jarajkala . (Dist. Amethi) to Sidhi Ganeshpur (Dist. Sulta pur) (Km 79+900 to Km 121+600) in the State of Uttar Pradesh on EPC Basis	1,380.74	TN- (0-2018	14-]0-202]	14-10-2021	
	5	Development of Delhi - Meerat Expressway from Km 0.000 to Km 27.500 including 6/8 Laning of NII - 24 from Km. 0.000 to Km 49.346 (Hapur Bypass) in the State of Delhi and Uttar Pradesh under on DBOT basis- Package II from existing KM 8.360 to existing KM. 27.240(UP Border to Dasna) in the State of Uttar Pradesh on Hybrid Amulty Mode Project	1575(Apon share is Rs. 983 Cr.)	6-11-2017	04-05-2020	04-05-2020	

1/ We certify that a frequentian furnished above is true in all respects.

For and on behalf of APC Thiratech PvL Lid

Chandan Kumar Sinhà AGM (Fendering & Estimation) Date: 24.12.2018 Place: Gurgaon

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Power of Attorney for Signing of Bid





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khand, Conti Nagar, Lucknow-226010

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APPENDIX-III Power of Attorney for signing of BID (Refer Clause 2.1.5)

Know all mon by these presents. We APCO Inft atech Private Limited, having its registered ż office at APCO House, B-9, Vibbati Khand, Gundi Nagar, Lucknow-226010 (E.P.) do hereby intevocebly constitute, potrimate angleint and authorise Mr. Chandan Kumar Sinha. Ē son of Sh. P.N.P. Ambastha and presently residing at Universal Trace Tower, 4th Floor, Solna Road, Sector 48-49, Gargaon-122101 (HR.), who is presently employed with us and holding the position of AGM (Tendering & Estimation), all such acts, deeds and things as are necessary or required in connection with or incidental to adamission of our BID for Construction of Eight Lene Expressively starting before KMP Expressively and cody at Ch. 47-000 near Khanpur Ghati (Km 18-500 to Km 471000) section of Dehl --Vadudara Green field Alignment (NII-148N) on EPC Mode under Bharatmaia 3 Pariyojana in the State of Haryana Project proposed or being developed by the National Highways Authority of India (the "Authority") including but not limited to signing and ð submission of all applications, BJDs and other documents and writings, participate in Pro-BID and other conferences and providing information/ responses to the Authority, ŝ representing us in all matters before the Authority, signing and excention of all connacts including the agreement and undertakings convequent to acceptance of our BID, and 텵 generally dealing with the Authority in all matters in connection with or relating to or arising out of our BHD for the said Project and/ or upon award thereof to us and/or until the entering Ā into of the EPC Contract with the Authority,





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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 Atterney pursuant to and in exercise of the powers conferred by this Power of Atterney and that all acts, deeds and things done by our said Atterney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by as.

EN WITNESS WHEREOF WE, APCO INFRATECH PRIVATE LIMITED, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 21st DAY OF December 2018.

For APCO Infratech Private Limited

alec/ **B-**9 Victorial Mary Sarri Nagari

oll Kumar Slogh

Managing Director (APCO House, B-9, Vibhuti Khand, Gumti Nagar, Lucknew-226010 (UP)

Witnesses:

1. (Asheric Vinnar Agronnel) 2. "Mehit Kumin Gubby) Accepted

Chandan Kumar Sinha AGM (Tendering and Estimation) (APCO Infratech Private I inited, Universal Trade Lower, 4th Floor, Setua Road, Sector 48-49, Gurgaon 122101 (HR.)

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NERATECH PVT.LTD. CIN: US1432UP1992PT2013960

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEFTING OF THE BOARD OF DIRECTORS OF APCO INFRATECH PRIVATE LIMITED DULY CONVENED AND HELD ON THURSDAY, 20th DECEMBER 2018 AT THE REGISTERED OFFICE OF THE COMPANY, B-9, VIBHUTI KHAND, GOMTI NAGAR LUCKNOW-226016 UTTAR PRADESH INDIA

Resolution No.-2

Authority for submission of BID for the "Construction of Eight Lane Expressway starting before KMP Expressway and ends at Cb. 47-000 near Khanpur Ghati (Km 18+500 to Km 47+000) section of Dethi - Vadodara Green field Alignment (NH-148N) on EPC Mode under Bharatmala Partyajana In the State of Haryana Project proposed of being developed by the National Highways Authority of India (the "Authority"),"

"RESOLVED THAT oppreval be and is hereby granted for submission of 81D for the Construction of Eight Lane Expressway starting before KMP Expressway and ends at Ch. 47+000 near Khanpur Ghati (Km 18+500 to Km 47+000) section of Delhi – Vadodara Green field Alignment (NII-148N) on EPC Mode under Bharatmala Parlyojana in the State of Haryana Project proposed or being developed by the National Highways Authority of India (the "Authority")"

"RESOLVED FURTHER THAT Mr. And Kumar Singh, Managing Director of the Company be and is hereby authorized on behalf of the Board of Directors to issue a Power of Attorney In favour of Mr. Chandan Kumar Sinha, S/o, Sh. P.N.P Ambastha, AGM (Tendering & Estimation), to sign the bid documents on behalf of Apro Infratech Pvt. Ltd. and to do all things necessary in connection with or relating to or arising out of our bid till the entering into Contract Agreement with the Authority."

//Certified true copy//

For Apco Infratech Private Limited Inf Apco Infratech Private Limited Inf Apco Infratech Private Kusum Guptatech Private (Company Sécretary) Membership No.F7719





Conserve Uffire - Hungerini Tradic Tower, 416 Floor, Sector 45-4 e, Server Rove, Gmustrem -123 L01 (Harvana) Phone: 493 124-2437300, 444 - 491-324-4437349 Wood Office - APCC House, 0.0 Milbert Knand, Grimti Nagar, Lucknow - 225 D10 (J.R.)

Abores: +92-522-40863132-20, 2720520-31, Fac: +91-533-4086100, CANAIN AIMAL COPPENDERLOOM, Website : www.aprointra.com



Integrity Pact





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibbuti Khand, Gomti Nagar, Lucknow-226010

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APPENDEX VI INTEGRITY PACT

This integrity Pact is made at Gurgaon on this 24th day of December 2018.

BETWEEN

President of India through Ministry of Road Transport & Highways, Government of India represented by its Chairman, National Highways Authority of India and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075, (hereinafter referred to as the "Principal/Owner" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

AND

APCO Infratech Private Limited, having its registered office at APCO House, B-9, Vibbuti Khand, Gomti Nagar, Lucknow-226010 (U.P.). (hereinafter referred to as "The Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Principal has floated the Tender NIT No. NHAI/BM/Delhi-Vadodara/2018/Pkg2 dtd 23.08.2018 (hereius/ter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract/s for Construction of Eight Lane Expressway starting before KMP Expressway and ends at Ch. 47+000 near Khanpur Ghati (Km 18+500 to Kto 47+000) section of Delhi - Vadodara Green field Alignment (ND-148N) on EPC Mode under Bharatmala Pariyojana in the Statu of Baryana (hereinafter referred to as the "Contract").

And Whereas the Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s)/Concessionsite(s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this hategrity Pact (hereafter referred to as "Integrity Pact" or "Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent comption and to observe the following principles:-

(a) No employce of the Principal, personally or through family members, will in connection with the Tender for, or the case of a Contract, damand, take a promise for or accept, for self, or third person, any majorith reliance benefit which the person is not legally entitled to

(b) The Principal will, during the Tender process treat all Hidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article - 2: Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s).

The Bidder(s)' Contractor(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent comption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not, directly or

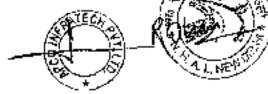
through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/ Contractor(s)/ Concessionaite(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence IPC/PC other the l under the relevant Act: and Acts: funther Statutory Bidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Contractor(s)/ Concessionsire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

(e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries for agents, brokers with the award of the contract. He shall also disclose the details of services/served upon for such payments.





(f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Hidder(s)/ Contractor(s)/ Concessionsire(s)/ Consultant(s) will not bring any outside influence through any Govt, budies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

(1) If the Bidder(s)' Contractor(s)' Concessionaire(s)' Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)' Contractor(s)' Concessionaire(s)' Consultant(s) from the tender process.

(2) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) end the amount of the damage. The exclusion will be imposed for a maximum of 3 years.

(3) A transgression is considered to have occurred if the Principal after the consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".

(4) The Bidder(s)' Contractor(s)' Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, meluding the lack of any hearing before the decision to resort to such exclusion is taken. This undertakeng is given freely and after obtaining independent legal advice.

(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)shall be final and binding on the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.

(6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/ Concessionaire(s) Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed, a suitable corruption prevention system in his organization.





Article - 4: Compensation for Damages.

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Arcticle-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.

(2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Concessionaire/ Consultant and/ or domand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article - 5: Previous Transgressions

(1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (17) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article - 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

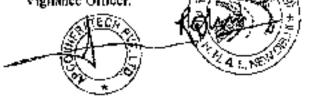
(1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants and subcontractors.

(3) The Principal will disqualify from the tender process all Biddees who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicient in this regard, the Principal will inform the same to the Chief Vigilance Officer.





Article- 8: Independent External Monitor (IEM)

(1) The Principal has appointed Shri, R.S. Gujral as Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.

(3) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participare in such meetings.

(5) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic intuations.

(7) If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPCPC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed ugainst such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word 'Monitor' would include both singular and plural.

Article - 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) hereine for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has





If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article - 10 Other Provisions.

(1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered. Office of the Principal, i.e. New Delbi.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

(For & On behalf of the (Principal)

For APCO Infratech Private Ltd, Chandan Kumar Sinha AttM (Tendering & Estimation)

Place : Gurgaon Date : 24th December, 2018 Witness I: Vience & Address) Herrich Kannaz Contrand Tools Torms: 4 Flow For -18 Sig Guran

Alex Dec - 48 99 Guisyeg, m. (44) Witness 2: (Name & Address) NOEN moes, Sec 41-49, Crimgan (HR) 132



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Undertaking





APCO Infratech Pvt. Ltd

APCO House, B-9, Vibhuti Khand, Gomri Nagar, Lucknow-226010

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UNDERTAKING

I, Chandan Kumar Sinha, AGM (Tendering & Estimation), Authorized Signatory, for and on behalf of APCO Infratech Pvt. Ltd undertakes that, we agree and abide by the bid documents opioaded by the NHAI and amendments uploaded if any for the BID for "Construction of Eight Lane Expressway starting before KMP Expressway and ends at Ch. 474-000 near Khanpur Ghati (Km 18-500 to Km 47-000) section of Delhi – Vududara Green field Alignment (NII-148N) on EFC Mode under Bharatmala Pariyojana in the State of Haryana* Project.

For and ogygebalf of APCO Infratech Pvt. Ltd.

Chandan Komar Sinba AGM (Tendering & Estimation)

Date: 24th December, 2018 Place: Gurgaon





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Preliminary





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Construction of Eight Lone Expressway starting before KMP Expressway and ends at Ch. 47+000 near Khanpur Ghati (km 18+500 to km 47+500) section of Delhi-Vododara Green field Alignment (NII-148 N) on EPC mode under Bharatovala Parlyajono in the state of Haryana