

NATIONAL CAPITAL REGION TRANSPORT CORPORATION LIMITED

(A JV of Government of India and participating state governments)

**Expression of Interest for Transit Oriented Development at RRTS Depot,
Duhai**



Issued on: 09.02.2023
Invitation for EOI.

Employer: National Capital Region Transport Corporation Limited Country,
India

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1. DISCLAIMER

- A. Neither NCRTC nor their employees or consultants make any representation or warranty as to the accuracy, reliability, or completeness of the information in this EOI document. Each prospective applicant should conduct his own investigations and analysis and check the accuracy, reliability, and completeness of the information in this EOI document and obtain independent advice from appropriate source before participation in the Pre-application Conference.
- B. Neither NCRTC nor their employees or consultants will have any liability to any prospective Applicant or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
- C. NCRTC reserves the right to reject any or all the applications submitted in response to this EOI document and/or any subsequent stage without assigning any reasons whatsoever. NCRTC also reserves the right to hold or withdraw or cancel the process at any stage under intimation to the Applicants who submit the applications or bids.
- D. NCRTC also reserves the right to modify or amend or add to any or all of the provisions of this EOI document or cancel the present Invitation and call for fresh Invitations.
- E. Neither NCRTC nor their employees or consultants will have any liability in case of non-receipt of any correspondence from them to the Applicants due to the postal delays

2. Introduction

2.1. Background

National Capital Region Transport Corporation (NCRTC) – a joint venture company of the Govt of India and the states of Delhi, Haryana, Rajasthan, and Uttar Pradesh – has been given the mandate for designing, developing, implementing, financing, operating and maintaining the Regional Rapid Transit System (RRTS) projects in the National Capital Region (NCR) to provide comfortable and fast transit to NCR towns and meet the high growth in transport demand (“**Authority**”).

RRTS is a next-generation, state of the art, eco-friendly, sustainable, high speed (180 kmph), high capacity, safe, reliable inter-state/ city dedicated commuter rail network having features like multimodal integration (MMI), interoperability, etc. RRTS project is aimed at improving quality of life of people by providing equitable, fast, reliable, safe comfortable, efficient, and sustainable mobility solution enabling balanced, inclusive, and sustainable economic development in NCR.

Further, RRTS project will connect economic centres in metropolitan cities with other suburban and urban nodes in NCR, thereby triggering sustainable economic development across NCR. The economic impact through investments in sustainable and resilient public transit infrastructure has a multiplier effect on the associated supply chains which, further, generates employment opportunities in form of indirect and induced employment.

2.2. Key features of the RRTS network

Regional Rapid Transit System (RRTS) – A rail based high speed, high capacity, comfortable and safe commuter service connecting regional nodes. It will help in reducing road congestion, energy consumption and pollution. Key features of the RRTS network are as below –



i. Design speed of 180 kmph
(Delhi to Meerut in less than an hour)



ii. Train every ~5-10 min. & serving traffic nodes every 5-10 kms



iii. Interoperable Corridors & Multimodal Integration



iv. Universal Access – Dedicated Women Coach



v. High capacity, comfortable journey, airline seating



vi. Weatherproof – rains, fog



vii. Reduced Land use for high throughput

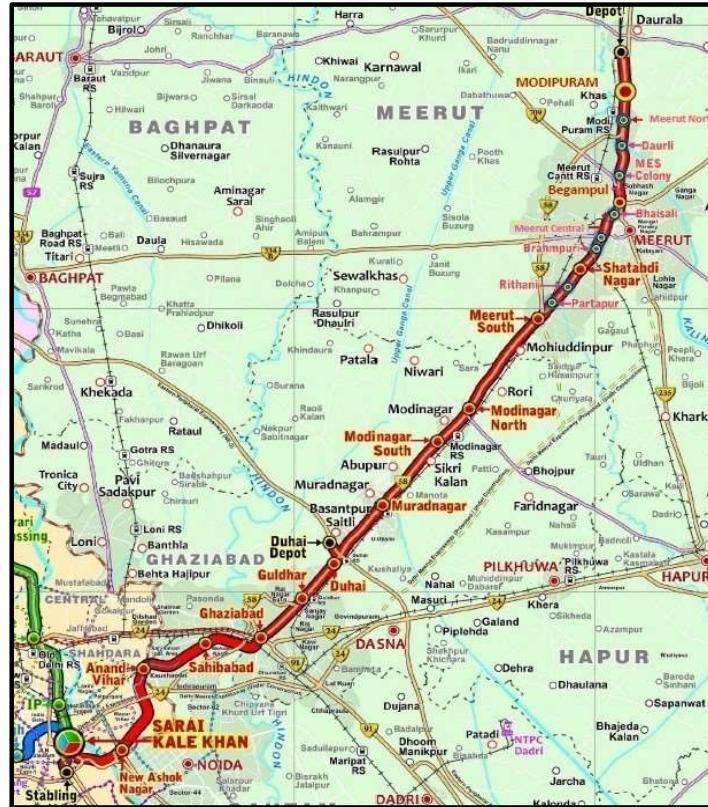


viii. Commuter friendly information system

ix. RRTS trains will travel at 3 times the average speed of Metro

2.3. Delhi – Ghaziabad – Meerut RRTS Corridor

The Delhi-Meerut corridor originates from Sarai Kale Khan in Delhi and terminates at Modipuram in Meerut. The project covers NCT-Delhi, Ghaziabad and Meerut.



The total length of the corridor is 82.15 km with a total of 25 stations (including Sarai Kale Khan), out of which NCT Delhi will have 4 stations, Uttar Pradesh will have 21 stations. Besides stabling yard at Jangpura, there will be two depots i.e., Duhai and Modipuram. Delhi-Meerut RRTS corridor will cover the distance from Sarai Kale Khan in Delhi to Modipuram in Meerut in about 60 minutes. RRTS infrastructure will also be used to operate local transit services (Meerut Metro services) to meet the local mobility needs besides providing high-speed regional mobility for towns like Ghaziabad, Muradnagar, Modinagar, Duhai, etc.

2.4. Location of Site along the RRTS network and the proposed Project

Of the 25 Stations planned along the alignment, the Duhai Depot Station is planned to service the Duhai Depot, the surrounding villages like Bhikkanpur, the Influence Zone and the Special Development Areas (SDAs) planned by GDA in the vicinity and developments planned to be undertaken by NCRTC in the non-operational areas in the Depot land. The Duhai Depot is located in the periphery of Ghaziabad city, abutting the eastern peripheral expressway (EPE), and prominent residential locales including Raj Nagar Extension and

Madhuban Bapudham. Spread over an area of about 139 acres, the Duhai Depot is planned to be developed based on the principles of Transit Oriented Development, providing city services such as commercial, recreation, residential and other uses integrated seamlessly with the transit network.

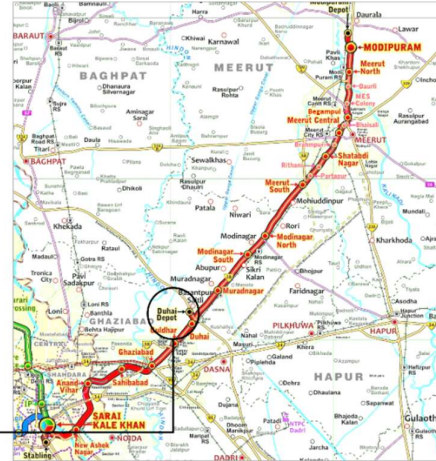
Of the 139 acres available at the Depot, 62 acres shall be utilized for operational purposes including Depot, Stabling Yards, Operations and Maintenance facilities, etc.

NCRTC proposes to lease out the remaining 77 acres at Duhai Depot for Transit Oriented Development. (“**the Project**”)



Construction progress of the Duhai Depot

Location of the Duhai Depot and RRTS Station along the Delhi Ghaziabad Meerut RRTS Corridor



Presently, the land use proposed for the site is ‘Transportation’ which under the Uttar Pradesh Transit Oriented Development Policy, 2022 shall facilitate variety of uses including residential, commercial, industrial, public and semi-public, etc.

3. About the location: Duhai RRTS Depot Site

The subject site is located in close proximity to Ghaziabad city, which is a prominent suburban city of Delhi within the National Capital Region. Situated approximately halfway between Delhi and Meerut along the Delhi – Ghaziabad – Meerut RRTS Corridor, the site is planned to function as a key centrality node – providing variety of functions including residential, commercial, institutional, recreational and entertainment to both the immediate and the extended catchment of the corridor.

Presently, the site is serviced through the Delhi – Meerut Highway (NH 58). The site is also accessible through the Eastern Peripheral Expressway (EPE) through the interchange at Duhai (see map below). The Delhi – Meerut Expressway, which provides the fastest mode of connectivity to Delhi can be accessed by a 10 minute drive from the Subject Site via the Eastern Peripheral Expressway (see map below). In addition to this, the site shall also be serviced by a dedicated RRTS Station (Duhai Depot), which shall cater to the public transport requirements of not only the site, but also settlements in the vicinity.



Access to the subject Site from Major Roads & the RRTS



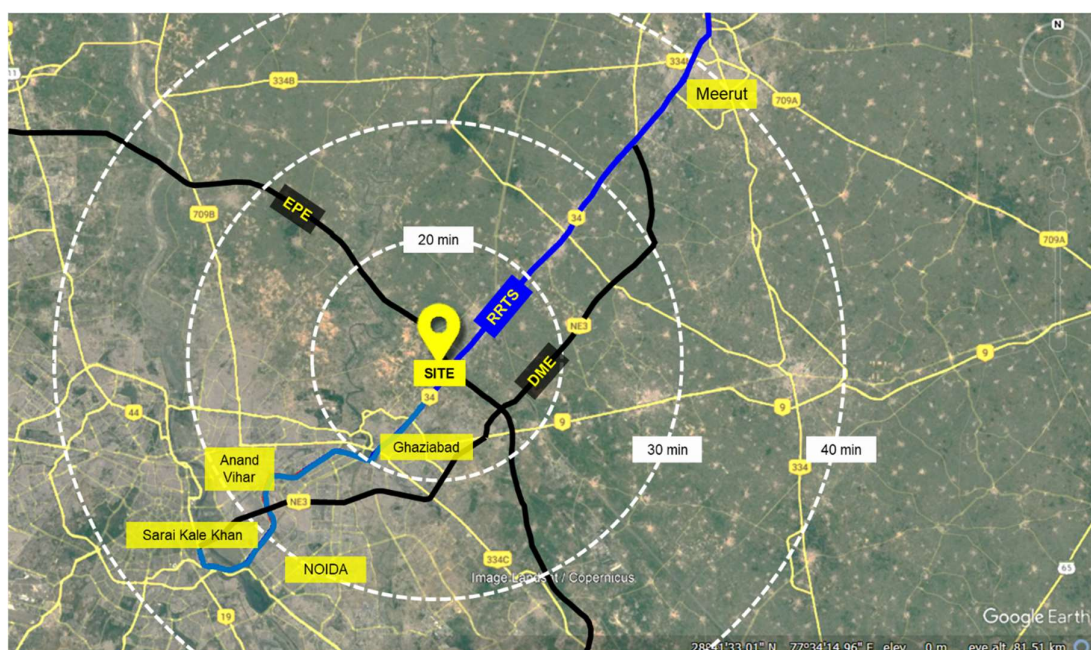
Duhai Depot RRTS Station

Apart from the Station, the site shall primarily house the Duhai Depot –consisting of facilities for stabling, cleaning and operations and maintenance of the RRTS trains sets. 11 stabling lines, 2 workshop lines, 3 Internal-Bay Lines (IBL) and one Heavy Internal Cleaning (HEC) line are being constructed. An Administrative Building housing the Operations and Control Centre has also been constructed on the Site. The Administrative building is equipped with state-of-the-art technology and labs, simulator rooms, central works and equipment rooms. In addition to these, a Centre for Innovation – “Aparimit” featuring latest technologies such as Building Information Modelling and Virtual Reality labs is also functional. In the future, a training and experience centre for urban farming and hydroponics is also expected to be set up at the location. At present around 250 – 300 people are

working within the Depot premises and the number would increase significantly once full operations commence.

The immediate catchment of the site features institutional areas (colleges), industrial and warehousing areas, recreational spaces (banquet halls) and residential settlements. The site is also located in close proximity to Raj Nagar Extension, a prominent residential township of Ghaziabad. Via the Eastern Peripheral Expressway, the site is accessible to a wider regional catchment, most notably, Noida, Greater Noida, Hapur, Dadri, Bulandshahr, etc. via NH58, the site is accessible to populations from Meerut, Modinagar, Muradnagar, Ghaziabad, etc.

Taking into consideration the accessibility via the Eastern Peripheral Expressway, the Delhi Meerut Expressway and the RRTS network, the catchment of the Site shall not only be limited to its immediate / local vicinity, but shall extend to cover most of the major urban centres of the NCR within 40 – 50 minutes, including most of NCT Delhi, International Airport, Gurugram, Noida, Sonipat, etc. The RRTS corridor, being interoperable shall provide seamless connectivity to the wider extents of the region which shall open up most of the NCR as a catchment for any potential development within the Site.



Regional Connectivity to subject Site

Within 2 – 5 kilometres of the Site, there exists several well-known locales, landmarks and attractions. Raj Nagar Extension, which is a prominent planned group housing locality of Ghaziabad is situated 5 kilometres from the Site. With the coming of the RRTS project and improved accessibility, the locality is expected to be a major suburban residential hub for the entire eastern NCR region, accommodating a large and diverse workforce and families.

In addition to this, Ghaziabad Development Authority has already made provisions for accommodating institutional and PSP plots to cater to the residential demand. Some of these have already been developed. There are several colleges and higher

educational institutes in and around 2 kilometres from the Site. Students studying in these colleges commute from both nearby localities as well as from more distant areas including Delhi, Ghaziabad, Meerut, Modinagar, Meerut, etc. The presence of a functioning and popular water park, “Drizzling land”, which generates footfall from Delhi and Noida indicates a potential for Amusement and Recreational Activity.

The presence of about 77 acres of contiguous and encumbrance free land with excellent access (both public transit and roads) provides an opportunity to develop quality Retail Dining Entertainment (RDE) spaces, integrated with regional attractions and destinations such as Theme Parks / Amusements parks – which would both provide for the demand already existing for such destinations in the NCR, while also helping in contributing to the ridership of the RRTS network.



Residential – Raj Nagar Extension



Higher Education – HRIT, RKGIT Ghaziabad



Wedding and Banqueting – Devtara Palace



Water Park – Drizzling land

Prominent landmarks within 2 – 5 kms of subject site

4. Objective

NCRTC intends to qualify and select a suitable Partner for the Project through an open competitive bidding process. NCRTC is in the process of formulating an RFP document containing inter alia technical and financial criteria for eligible bidders; procedure for bidding; scope of work and terms and conditions of the Agreement to be signed between the selected Bidder and the NCRTC subsequent to the bidding process.

Through this EOI process, the NCRTC intends to gauge the prospective players/firms who would be interested in the Project to be developed as a whole or part of the land parcel and develop a common understanding of the proposed terms and conditions of the Contract Agreement. The feedback would be important to formulate the eligibility and other terms and conditions at the subsequent RFP stage. Since it is also proposed to simultaneously undertake Masterplanning of the Site, the suggestions received will also form inputs for the Master Planning consultant.

5. Transit Oriented Development Provisions within the Site

Government of Uttar Pradesh has also notified the UP-TOD Policy, 2022. The policy provides for mixed use development with additional purchasable FAR, integrated with the transit networks such as the RRTS. The draft Masterplan (2031) prepared by the Ghaziabad Development Authority (GDA) has identified areas including and around the subject site as TOD Zones (Influence Zones and Special Development Areas), where TOD Policy shall be applicable.

An Influence Zone of 1.5-kilometre radius around the Duhai Depot RRTS station is presently being delineated and incorporated in the draft Masterplan (2031) of the Ghaziabad Development Authority. The entirety of the RRTS land at Duhai Depot shall fall within this TOD Zone, within which the provisions of the UP TOD Policy (e.g., mixed land use and FAR of upto 5) shall be applicable.

The Influence Zone of the Duhai Depot is also contiguously integrated with other TOD Zones which include – (i) Influence Zone of the Duhai RRTS station, (ii) Influence Zone of the Guldhar RRTS station, (iii) Duhai Special Development Area and (iv) Guldhar Special Development Area (the Special Development Areas / SDAs are greenfield areas of 400 and 250 hectares respectively identified for TOD based development under the TOD Policy, these areas shall serve as extended TOD Zones and be integrated to the RRTS network through appropriate feeder services). A map of these integrated TOD Zones as being delineated in the draft Masterplan (2031) is provided below –



Excerpt from the draft Masterplan 2031 – showing the TOD Zones delineated around Guldhar and Duhai, source: Ghaziabad Development Authority, 2022 (subject to final delineation and notification of the Masterplan)

The UP-TOD Policy states that upon the notification of the Masterplan, Zonal Development Plans based on TOD principles is to be prepared for these Zones. A provision in the Policy, enables Transit Agencies such as NCRTC to undertake the preparation of these Zonal Plans, which would be approved by the Development Authorities and the State Government. Accordingly, NCRTC shall soon initiate the process for appointment of consultant for the preparation of the Zonal Plans.

Through these Zonal Development Plans, it is expected that the areas around the subject site, shall be planned and developed for TOD based development, with a mix of activities including residential, commercial, entertainment, sports, etc. – further enhancing the resident and visitor population within the catchment of the subject site.

In addition to providing the guiding framework and strategy for the nature of urban development within these Zones, the Zonal Plans shall also stipulate proposals for infrastructure augmentation and development norms for TOD. Relevant observations from this EOI may also serve as a guidance during the studies and analyses as part of the larger Zonal Planning exercises

6. Instructions to Bidders

6.1. Site Particulars

S.N	Particulars	Details
1	Name of the Site	Non-Operational Area at Duhai Depot
2	Area of the Site	~77 acres (refer Annexure III) *
3	Location	Near Bhikkanpur Village, Abutting Eastern Peripheral Expressway, Ghaziabad
4	Google map link to location	https://goo.gl/maps/wLuLcteYLTwSShbh6

Presently, the non-operational area of the Duhai Depot (~77 acres) is greenfield. NCRTC intends to Masterplan the site to accommodate variety of uses including Amusement Parks, Retail-Dining-Entertainment, Sports, Cultural, etc.

6.2. Leasing

- No Transfer of Ownership of Land: The ownership or title of the land shall continue to vest with the NCRTC at all times and only the lease rights of the use of the land or the structures built on it shall be transferred by NCRTC.
- The mortgage of land shall not be permitted at any time and the land shall be incapable of conversion from leasehold to freehold. The transfer of ownership of the land shall not be allowed at any time unless it is specifically instructed by the Government.

6.3. Draft Eligibility

Parties should ideally have experience in development of large land parcels and preferably involved with businesses, including but not limited to:

- Theme parks/ Amusement parks
- Hotel, resorts, ecolodges
- Recreation centres
- Convention centres
- Exhibition centres
- Retail / shopping complex (including outlet malls)

- Food and beverage outlets/food court
- Sports Stadium and complex
- Marriages and Banquet halls

6.4. Schedule of EOI submissions

The indicative timelines of this EOI are detailed in the table below:

Activity	Scheduled date
Issue of EOI document	09.02.2023
Pre-application conference including site visit	4:00 PM on 24.02.2023
Due date for submission of EOI	6:00 PM on 15.03.2023

Reputed domestic and international firms/groups/agency that possess the credentials for development of large land parcels, preferably recreation zones (or any other footfall driving businesses), are invited to attend the pre-application Conference and participate in a discussion on the project, more specifically to the points contained in the Terms of Reference (Annexure I).

6.5. Preparation and submission of EOIs

6.5.1.General

The Applicant must be a single entity, and the details are to be furnished as per FORM A, FORM B, FORM C, FORM D, FORM E, FORM F & FORM G.

6.5.2.Submission of EOI

The envelop shall be addressed to:

Group General Manager / ARS
National Capital Region Transport Corporation
GatiShakti Bhawan, INA
New Delhi – 110023
CIN No.
Ph. No. 011 2466 6700
E-mail: tod@ncrtc.in

Queries, if any, shall be addressed to the Group General Manager /ARS (at above address)

6.5.3.EOI Preparation cost

- The Applicant shall be responsible for all of the costs associated with the preparation of its EOI and its participation in the EOI.
- NCRTC shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the EOI.

6.5.4.Pre-Application Conference

The Pre-application Conference will be held on [24.02.2023] at 04 : 00 PM through Video Conferencing . Applicants are requested to send the details of the participants for the Conference to tod@ncrtc.in by 6 PM on [23.02.2023]

6.6. Right to accept and/or reject any or all EOIs

- NCRTC reserves the right to select, reject any or all EOI received without assigning any reason whatsoever and shall not, in any manner whatsoever, be accountable liable for any claims of the Interested Parties or any other third party in that regard.
- This Invitation for EOIs is not an agreement and is neither an offer by NCRTC to the interested Parties. The purpose of this EOI process is to provide interested parties with information that may be useful to them in making their EOIs. Each Interested Party should, therefore, conduct its own investigation and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources prior to submission of its EOI.
- This clause & the contents herein, is the essence of this EOI process for the proposed Project and shall be interpreted in the intent & spirit as mentioned herein.

6.7. Outcome of the EOI

- Submission by the parties shall be deliberated and discussed and criteria will be finalized for inviting Bids. This EOI is non-binding and the final selection will happen based on the RfP. Parties shall be selected for award of Grant of Lease based on the criteria finalized by NCRTC. Decision of NCRTC shall be final and binding.

ANNEXURE-I: General Terms of Reference

Sn.	Clause	Particulars
1	Definition	“Project” - Transit Oriented Development of non-operational areas at Duhai Depot, owned by NCRTC.
2	Lease tenure	XX years from the Agreement Date.(*)
3	Scope of work	Develop/build (preferably footfall-driving) business on the land parcel at Duhai Depot after discussions with the relevant authorities from NCRTC
4	Condition Precedent for Authority	<ul style="list-style-type: none">• Provide encumbrance free land parcel at the Project location.• Ensure provision of utilities as stated in the RFP
5.	Condition Precedent for the Developer	<ul style="list-style-type: none">• provided the Performance Security to the Authority;• executed and procured execution of the Escrow Agreement and opened and operationalised the Escrow Account;• procured all Applicable Permits specified in unconditionally or if subject to conditions, then all such conditions required to be fulfilled under such Applicable Permits;• executed the Financing Agreements and delivered to the Authority [3 (three)] true copies thereof, duly attested by a director; and• delivered to the Authority [3 (three)] true copies of the Financial Package and the Financial Model, duly attested by a director of the Concessionaire, along with copies of the Financial Model in an editable version either in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders.

(*) Lease Tenure to be decided after receiving responses to the EoI

ANNEXURE-II: Letter of Transmittal

(To be typed in Applicant's Letterhead)

To:

The GGM/ ARS

National Capital Region Transport Corporation
GatiShakti Bhawan, INA
New Delhi – 110023
CIN No.
Ph. No. 011 2466 6700
E-mail: contactus@ncrtc.in

Sub: Submission of Expression of Interest for Transit Oriented Development of non-operational areas of Duhai Depot, Ghaziabad

Sir,

Having examined the details given in EOI Notice and Project Information details for the above project, I/we hereby submit our Expression of Interest and the relevant information as below:

1. I/We hereby certify that all the statements made in the information supplied in the enclosed form and the accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for EOI and have no further pertinent information to supply.
3. I/We also authorize NCRTC or their authorized representatives to approach individuals, employers and firms to verify our competence and general reputation.
4. I/We submit the following forms in support of our suitability, technical know-how and capability for having successfully operated projects along with prescribed format.
5. We understand that NCRTC will be at liberty to finalize project parameters and issue RFQ/RFP for the project.

Signature(s) of Applicant(s)

Enclosures

Seal of applicant

Date of submission

ANNEXURE-III: Location Details

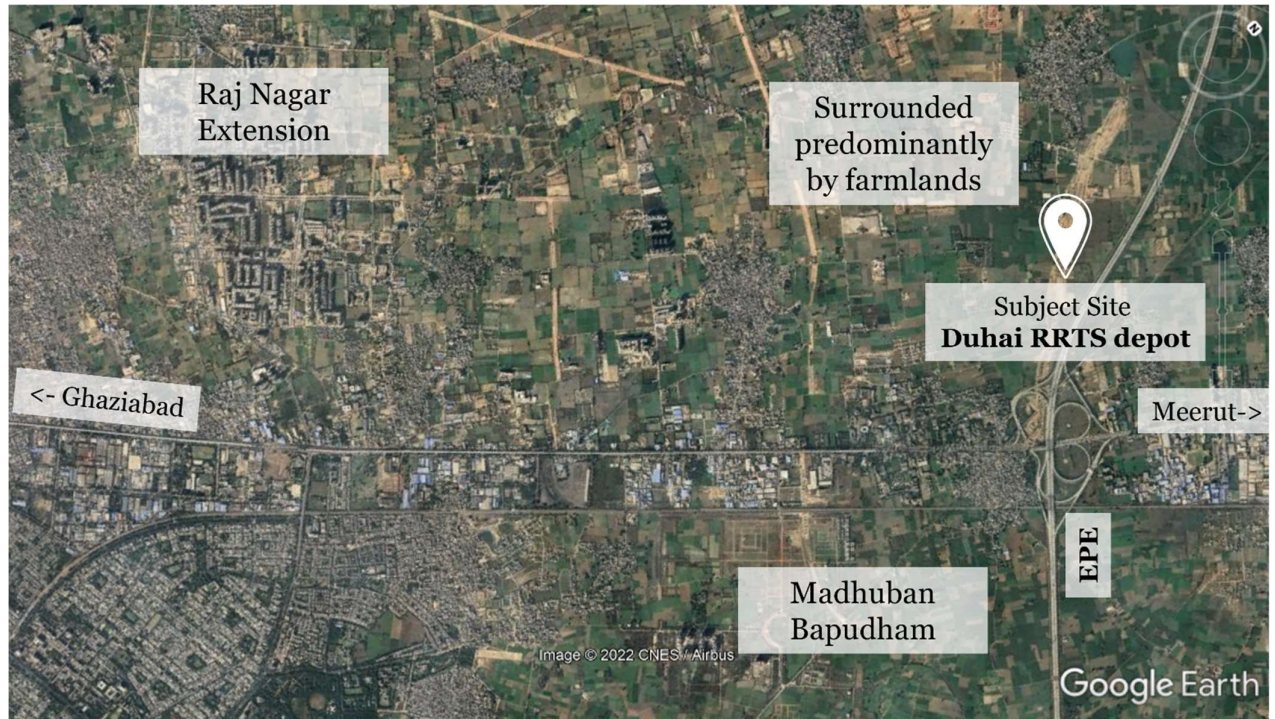


Fig: Site location with respect to key landmarks around Ghaziabad

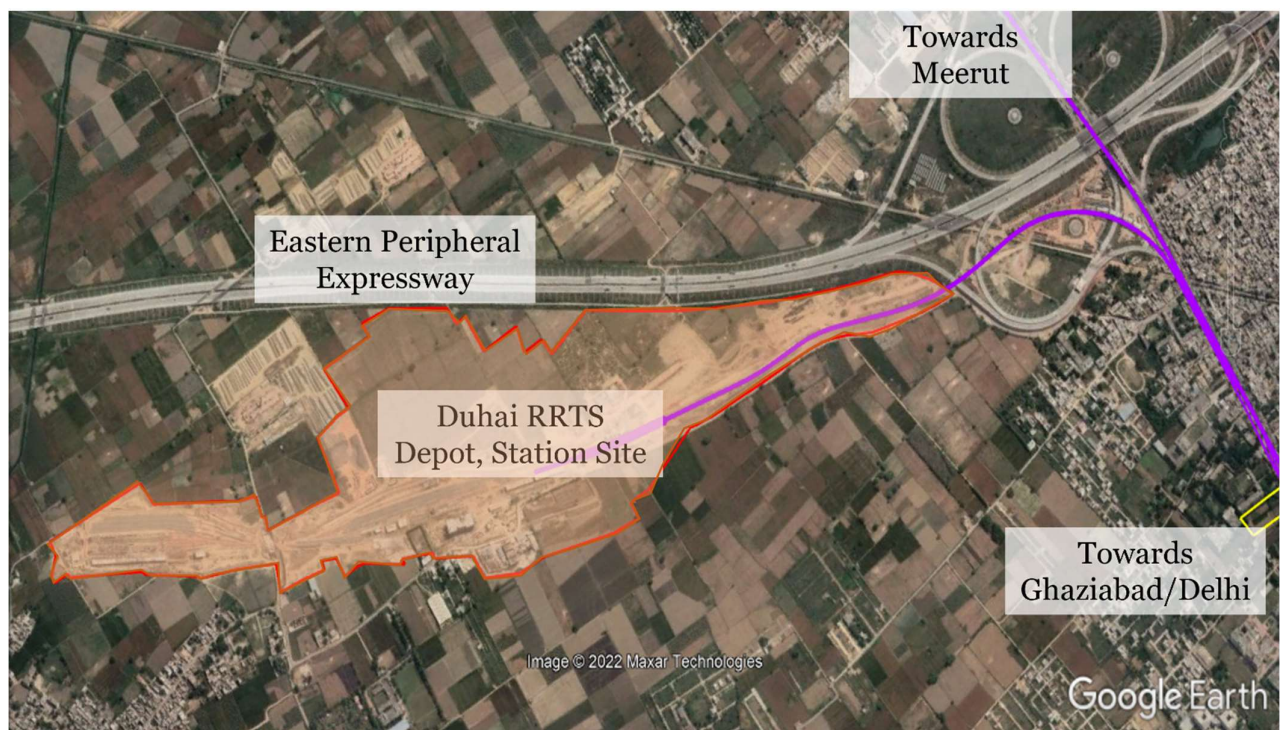


Fig: Site Boundaries

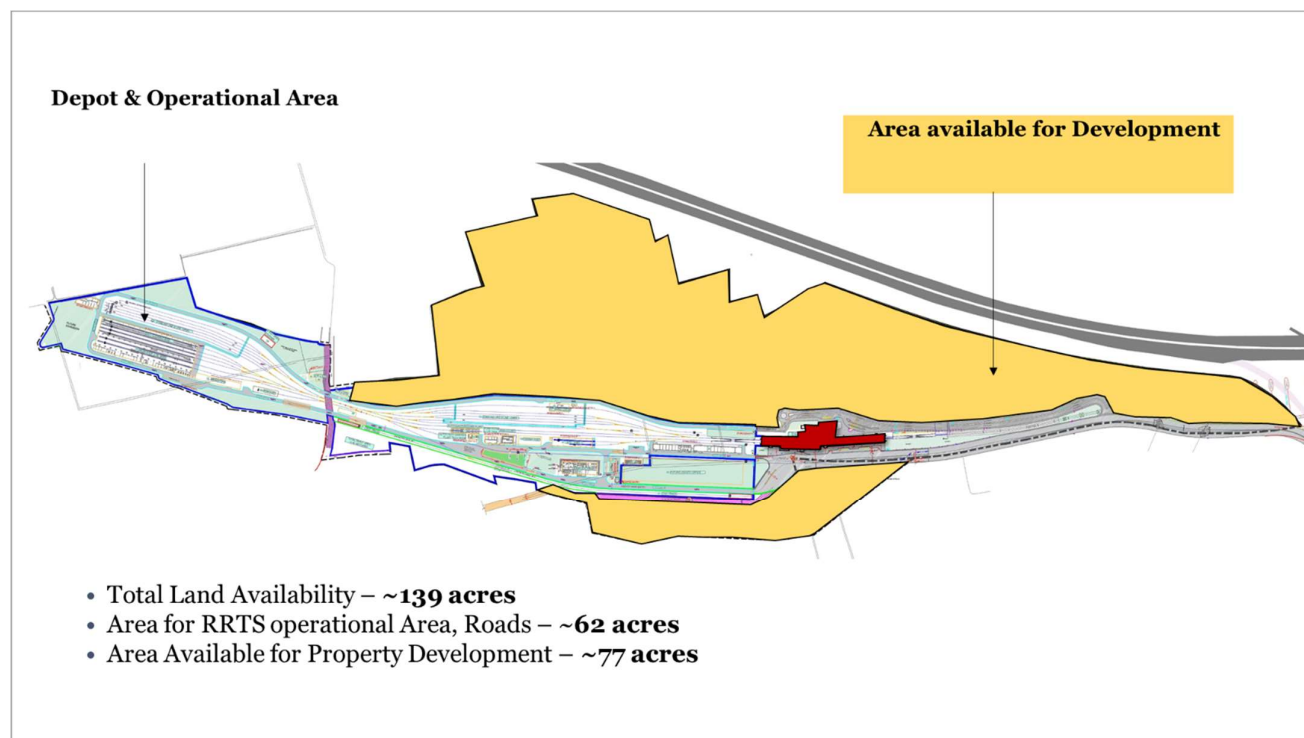


Fig: Map showing operational and non-operational area

ANNEXURE-IV: FORMS

FORM A: Details of Firm/ Applicant

1	Name & Address of the applicant with Telephone No. / Fax No./ Website		
2	Name & contact details of Authorized signatory with Tel No./ Email ID		
3	a) Year of Establishment b) Date & Year of commencement		
4	Legal status of the applicant (please specify) a) A proprietary firm b) A Partnership or LLP c) A limited company or Corporation d) State owned organization		
5	Place of Registration and Principal places of Business		
6	Category of Work Experience (Tick on relevant experience)	Experience in recreation zone development	Yes/ No
		Any other Business Experience	(Please specify)

FORM B: Management credentials

(Applicant may submit brief details of the top 3 relevant projects)

1. Project Name:
2. Category of Project (use mix):
3. Location:
4. Name of Owner:
5. Brief Description of Property:
6. Core target audience of property
7. Size of property
8. Years of Operation:
9. Name of associated Firm(s), if any:

Signature(s) of Applicant(s)

Please use separate sheet for each project

The applicant may provide details of up to 3 projects that best demonstrate ability to undertake management of TOD at Duhai Depot

Applicant may use additional pages, if required.

FORM C: Financial Details

Net-worth & Working Capital of Applicant Firm/ Agency

Year	Total Assets (TA)	Total Liabilitie s (TL)	Net Worth= TA-TL	Current Assets (CA)	Current Liabilitie s (CL)	Working Capital = (CA-CL)
2020-2021						
2019-2020						
2018-2019						
2017-2018						
2016-2017						
2015-2016						
2014-2015						
2013-2014						
2012-2013						
2011-2012						

Seal and Signature of the Authorized Representatives of the Applicant

FORM D: Financial Details**Annual Turnover of Applicant Firm/ Agency**

Year	Amount Currency	Exchange Rate	Turnover amount (INR)
2020-21			
2019-20			
2018-19			
2017-18			
2016-17			
2015-16			
2014-15			
2013-14			
2012-2013			
2011-2012			
Average Annual Turnover			

Seal and Signature of the Authorized Representatives of the Applicant

FORM E: Suggestions/ Feedback

Example:

SN	Item	Description
1	What should be the recommended development format for the land parcel?	<input type="checkbox"/> Amusement and theme based park <input type="checkbox"/> Exhibition and convention centre <input type="checkbox"/> Food and beverage outlets <input type="checkbox"/> Big box retail/shopping complex <input type="checkbox"/> Any other, (please specify)
2	What should be the model for revenue for the Authority? Please share a typical cashflow sheet against the model you recommend.	<input type="checkbox"/> Monthly Fixed Rental <input type="checkbox"/> Revenue Share <input type="checkbox"/> Upfront premium & monthly fixed rental <input type="checkbox"/> Any other, (please specify)
3	What should be the level of finish to be provided by Authority?	<input type="checkbox"/> Levelled land <input type="checkbox"/> Levelled land with roads <input type="checkbox"/> Levelled land with roads, water line, drainage and sewer. <input type="checkbox"/> Any other, (please specify)
4	How much land (in acres) is the applicant interested in undertaking for development (Answer can be in ranges)	<input type="checkbox"/> Please specify--
5	What is the expected construction period ?	<input type="checkbox"/> Please specify--
6	When are the operations expected to commence?	<input type="checkbox"/> Please specify--

7	What is the estimated footfall (per acre) for the proposed development?	<input type="checkbox"/> Please specify--
8	Expected period of Lease?	<input type="checkbox"/> Please specify--

FORM F: Non-Disclosure Undertaking

<To be submitted on Non Judicial Stamp Paper>

Non-Disclosure Undertaking

Date

To,

Group General Manager/ARS

National Capital Region Transport Corporation

GatiShakti Bhawan, INA

New Delhi – 110023

Subject: Non – Disclosure Undertaking (“NDU”)

Sir,

We, <Name of the Firm> having our registered office at <Office Address> (hereinafter referred to as the “Receiving Party”, which shall be deemed to mean and include our successors and permitted assigns), irrevocably and unconditionally undertake the following:

- A. The Receiving Party has received, and may further receive, Confidential Information (as defined hereinafter) from the National Capital Region Corporation (“Disclosing Party”) either directly or through any other person acting on behalf of the Disclosing Party, in connection with the Stakeholder reach out being conducted by the Disclosing Party for Transit Oriented Development of non-operational areas of Duhai Depot, Ghaziabad (“Project”).
- B. The Receiving Party and its Representatives (as defined hereinafter) shall maintain the Confidential Information on a strictly confidential basis for the purpose of evaluation of a bid for the project (“Purpose”) on the terms and conditions set out below:

1. Confidential Information

- 1.1 For the purpose of this NDU, “Confidential Information” shall mean any and all information and other materials disclosed, furnished, communicated or supplied by the Disclosing Party and its legal, technical and other advisers and their directors, partners, officers, employees, retainers or consultants in oral, written or electronic form, to the Receiving Party or the Receiving Party’s directors/partners, officers, employees, advisors, consultants (whether internal or external) or retainers or its expressly authorized representatives or agents (collectively referred to as “Representatives”) on or after the date of this NDU including without limitation, any commercial and financial information, information concerning any legal proceedings, improvement, know how, intellectual property, discoveries, ideas, concepts, papers,

techniques, models, data, documentation, manuals, policies, flow charts, research, process, procedures, functions and any other information in connection with the project.

1.2 Notwithstanding any other provision of this NDU, Confidential Information shall not include any information that:

- a. Is already publicly known;
- b. Becomes subsequently publicly known or available without breach of this NDU;
- c. Prior to its disclosure to the Receiving Party in connection with the project was already in the possession of the Receiving Party or thereafter becomes known to the Receiving Party on a non – confidential basis from a source other than the Disclosing Party. However, the Disclosing Party shall not be responsible or liable for the authenticity or accuracy of such information;
- d. Is required to be disclosed by law, rule, regulation (including the regulations of any relevant securities exchange), court order or any order from a regulatory, statutory or governmental authority of any jurisdiction or other legal or judicial process of any jurisdiction; and
- e. Is approved for release by written authorization of the Disclosing Party.

1.3 Confidential Information also includes the substance of any negotiations or communications relating to the project, the existence or status of such negotiations or communications or other facts pertaining to the purpose, and the existence of this NDU. Confidential Information may also include information disclosed by the Disclosing Party through expressly authorized third parties.

1.4 Confidential Information that is required by law to be disclosed by the Receiving Party may be disclosed only to the extent required, provided that the Receiving Party, if permissible and practicable, gives the Disclosing Party written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the Confidential Information from public disclosure.

2. Obligation of Confidentiality

2.1 In consideration of the disclosure and release of the Confidential Information by or on behalf of the Disclosing Party to the Receiving Party, the Receiving Party hereby agrees to use and to procure that it or its Representatives, use such measures and / or procedures as it uses in relation to its own most highly confidential information to hold and keep in confidence any and all such Confidential Information and comply with the terms of this NDU.

- 2.2 The Receiving Party undertakes that it and its Representatives shall make use of the Confidential Information solely for the purpose or such other purposes from time to time agreed or consented to by the Disclosing Party as evidenced in writing. Save as expressly provided by the Disclosing Party in writing, nothing shall be construed, implicitly or otherwise, as being the granting of a license to use the Confidential Information disclosed by the Disclosing Party. All Confidential Information disclosed, furnished, communicated or supplied by the Disclosing Party to the Receiving Party, including its Representatives are strictly confidential and, other than as specifically permitted for by the Disclosing Party in writing, shall not be divulged by receiving Party to any third party without prior written consent from the Disclosing Party.
- 2.3 The Receiving Party shall take all reasonable steps and measures to minimize the risk of disclosure of the Confidential Information by ensuring that only such Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need -to-know basis.
- 2.4 The Receiving Party shall ensure that the Confidential Information will not be copied or reengineered or reproduced or transmitted by any means and in any form whatsoever (including in a externally accessible computer or electronic information retrieval system) by the Receiving Party or its Representatives except:

- a. Sharing of confidential Information as required in relation to the purpose; and
- b. Any action required in relation to any statutory, regulatory, internal or corporate governance compliance, filings and reporting to be made by Receiving Party or its Representatives in the ordinary course of its business, including any filings, compliances, or representations pursuant to any enquiries, investigations, directions of a Competent Authority.

The Receiving Party or its Representatives' obligations as stated in this clause shall not apply to the extent as mentioned in Clause 1.2 (d) above.

- 2.5 Upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information receiving from the Disclosing Party in a tangible form, including copies, or reproductions or other media containing such Confidential Information – save for copies of electronically exchanged Confidential Information made as a matter of routine information technology backup-within twenty (20) days of such written request. The foregoing shall not apply to that portion of the Confidential Information which consists of analyses, compilations, forecasts, studies or other documents prepared by Receiving Party or its Representatives subject to confidential obligations under this Agreement. Any documents or other media developed by the Receiving Party containing Confidential Information shall be destroyed by Receiving Party except as mentioned above or required under applicable legal or regulatory requirements. On a written

request from the Disclosing Party, the Receiving Party shall certify in written that subject to the exceptions mentioned in this clause, all Confidential Information received by it has been returned or destroyed or deleted.

- 2.6 All Confidential Information disclosed pursuant to this NDU shall be and remain the property of the Disclosing Party. Nothing in this NDU shall be construed as granting or conferring any rights whatsoever (including without limitation any intellectual property rights), whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information will be used only for the purpose.

3. Disclosures

- 3.1 Nothing in this NDU shall be construed as requiring the Disclosing Party to disclose any Confidential Information to the Receiving Party or its Representatives. It is within the absolute discretion of the Disclosing Party to determine (in its sole opinion) whether Confidential Information is suitable or necessary to be so disclosed.
- 3.2 The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

4. No Representation, Warranty or Guarantee

No Confidential Information received by the Receiving Party from the Disclosing Party shall constitute representation, warranties or guarantees upon which the Receiving Party may rely and the Disclosing Party shall assume no responsibility, obligation nor liability in this regard to the Receiving Party relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

5. Assignment

The Receiving Party shall not assign this NDU (or any part hereof) without the prior written consent of the Disclosing Party. Any assignment without such consent shall be void and is a material breach of this NDU. Subject to the foregoing, this NDU shall be binding upon the Disclosing Party and its respective successors and assigns.

6. Notices

Any communication in connection with this NDU by the Receiving Party to the Disclosing Party must be in writing and be delivered personally, or by registered mail or email to the address set out below:

Attention	[*]
Address	National Capital Region Transport Corporation GatiShakti Bhawan, INA New Delhi – 110023
Email	[*]

7. Miscellaneous

- 7.1 This NDU shall be governed by Indian Laws. The Courts of Delhi shall have exclusive jurisdiction to resolve any disputes with respect to this NDU or the Confidential Information with the Receiving Party irrevocably consenting to the jurisdiction thereof for any action, suits or proceedings arising out of or relating to this NDU or the Confidential Information. Nothing in this NDU shall prevent the Disclosing Party from seeking injunctive relief (or any other provisional remedy or equitable relief) from any court having jurisdiction over the parties and the subject matter of the dispute to protect any and all of its rights.
- 7.2 The authorized signatory of the Receiving Party signing this NDU, for and on behalf of the Receiving Party, has been duly authorized by the Receiving Party in this regard through a valid power of Attorney, issued by the Receiving Party in favour of such authorized signatory.
- 7.3 Indemnification: -
- The Receiving Party hereby undertakes that its shall at all times keep the Disclosing Party and its employees indemnified with reference to the information received.

For and on behalf of <**Name of the Firm**>

Authorized Signatory

Name:

Designation

To be Notarized

FORM G: Power of Attorney

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

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to the bid for the contract, including submission of EoI, withdrawal, substitution and modification of EoI, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all dealings with National Capital Region Transport Corporation Limited or any other Government Agency or any person, in connection with the bid/contract for the said work until culmination of the selection process of this EoI till the contract agreement is entered into with the National Capital Region Transport Corporation Limited and thereafter till the expiry of the contract agreement.

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

..... (Signature)

(Name, Title and address) of the **Person Accepting the POA.**

..... (Signature)

(Name, Title and address) of the **Person issuing the POA.**

Note:

i. The Applicant should submit the notarized Power of Attorney. In case of Foreign Partners, Power of Attorney(s) and Board Resolution, constitution of the legal entity, memorandum & articles of association or other valid legal instruments acceptable to the Employer confirming authority on the persons issuing the Power of Attorney for such actions shall be submitted duly notarized by the notary public of country of origin and should be either stamped by Embassy/High Commission of India in Firm's Country or Firms from Partner Countries of Hague convention may submit these documents with "Apostille" stamp.

Also, in case these documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission of India in Firm's Country.

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

iii. The Applicant should submit following additional document in support of the POA as case to case basis:

a) In case of Private/Public Companies, a Power of Attorney (POA) from the legal representative of the company who has been authorized by the Board Resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the Employer. Copy of Board Resolution shall also be submitted, where applicable.

b) Proprietorship Affidavit in case of Proprietary Firm.

c) Partnership deed in case of partnership Firm.

d) In case of Limited Liability Partnership (LLP), a POA from the legal representative of the company who has been authorized by the Board Resolution, constitution of the legal entity, articles of incorporation or other valid legal instruments acceptable to the Employer. Copy of Board Resolution shall also be submitted, where applicable.

e) Memorandum & Articles of Association in case of a Public/Private Company.