

Section 4: Bidding Forms

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED				
Bid No. :				
Name of Work:				
Name of the Bidder.:				
Sl. No.	Item	Submitted		Reference Page No. in the Technical Submittal
		Yes	No	
A. CHECK SHEET FOR TECHNICAL BID SUBMISSION				
1.	Bid Security /MSEs / Startup business exemption certificate::			
1.1	Is Bid Security of requisite amount submitted in separate sealed envelope?			
	Mode of Submitting Bid Security (Please tick the appropriate category) : <input style="width: 50px; height: 20px; border: 1px solid black;" type="text"/>			
a.	(i) Demand Draft (DD): <input style="width: 50px; height: 20px; border: 1px solid black;" type="text"/> (ii) Bank Guarantee (BG): <input style="width: 50px; height: 20px; border: 1px solid black;" type="text"/> (iii) Banker's Cheque: <input style="width: 50px; height: 20px; border: 1px solid black;" type="text"/> (iv) FDR: <input style="width: 50px; height: 20px; border: 1px solid black;" type="text"/> (v) Seeking Exemption: <input style="width: 50px; height: 20px; border: 1px solid black;" type="text"/>			
b.	FDR/Banker's Cheque/Demand Draft/ Bank Guarantee No. (FDR/Banker's Cheque/DD/BG) No. :			
c.	Date of issuing of FDR/Banker's Cheque/DD/BG:			
d.	In case of FDR/BG, validity date:			
e.	Amount of FDR/Banker's Cheque/DD/BG:			
f.	Name & Address of issuing Bank:			
g.	In case of Exemption, Exemption certificate submitted from (Please tick the appropriate category) : (i) MSEs: <input style="width: 50px; height: 20px; border: 1px solid black;" type="text"/> (ii) Startup : <input style="width: 50px; height: 20px; border: 1px solid black;" type="text"/>			
h.	Registration No. of Exemption Certificate:			
2.	The written confirmation of authorization to sign on behalf of the Bidder:			

2.1	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.			
2.2	In case of proprietorship bidders, Power of Attorney by the Proprietors.			
2.3	In case of partnership bidders, Power of Attorney duly signed by all the partners.			
2.4	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.			
2.5	In case of Joint Venture, Power of Attorney duly signed by individual partners to the Lead partner as per the form given in Section-4 with stipulated documents.			
3.	DOCUMENTS REQUIRED AS PER BID			
3.1	Letter of Technical Bid			
3.2	Affidavit			
3.3	Form PER-1: Proposed Personnel			
3.4	Site Organization			
3.5	Method Statement			
3.6	Mobilization Schedule			
3.7	Milestone/Any other Schedule			
3.8	Form ELI-1: Bidder's Information Sheet			
3.9	Form ELI-2: Joint Venture / Specialist Consultant Information Sheet			
3.10	Form ELI-3: Intended Joint Venture Agreement			
3.11	Form ELI-4: Power of Attorney (POA) Single Entity / Joint Venture Partners			

3.12	Form ELI- 5: Format for Power of Attorney to Lead Partner and Authorized Representative of Joint Venture (JV)			
3.13	Form CON-1: Historical Contract Non Performance			
3.14	Form FIN-1: Historical Financial Performance			
3.15	Form FIN-2- Average Annual Turnover			
3.16	Form FIN-3- Availability of Financial Resources	NA		
3.17	Form FIN-3A- Evidence of Availability of Credit Line Financial Resources	NA		
3.18	Form FIN-4- Financial Requirements for Current Contract Commitments	NA		
3.19	Form FIN-5- Self – Assessment Tool for Bidder's Compliance to Financial Resources.	NA		
3.20	Form EXP-1- Contracts of Similar Size and Nature			
3.21	Form EXP-2- Project Experience in Key Activities	NA		
3.22	Form UT-1: Undertaking from Specialist Sub-Consultant	NA		
3.23	Form UT-2: Undertaking for neighbor sharing land border with India			
3.24	Form UT-3: Undertaking by Parent Company			
3.25	Form UT-3A: Undertaking from subsidiary Company			
3.26	Form UT-4: - Certificate for Local Content	NA		
3.27	Form UT-5: Undertaking for Encashment/Forfeiture of Bid Security			
3.28	Form UT-6: Undertaking for Genuineness of Documents Submitted/ Uploaded by the Bidder alongwith the Bid Submission			
3.29	Form UT-7: Non-disclosure Undertaking (NDU) and Annexure-1 of Form UT-7 (Power of Attorney for Signing the Non-Disclosure Undertaking)			
3.30	Form UT-8: Undertaking for Business Operation in India			
3.31	Form CL-1: Format for CV of Key Personnel proposed to be deployed			

3.32	Form CL-2: Tentative Deployment Schedule	NA						
3.33	Form PQ: STANDARD FORMAT FOR PRE-BID QUERIES							
3.34	FORM- Tables of Adjustment Data							
4.	ADDITIONAL REQUIREMENT							
4.1	PAN No.							
4.2	GST registration number							
B. CHECK SHEET FOR PRICE BID SUBMISSION								
1.	The Price bid is provided in the form of MS-EXCEL file. The bidder shall download the MS-EXCEL file and after quoting their price shall upload the same in the e-procurement portal. The bidder shall complete the Price Bid in accordance with the instructions given in the Price Bid. No details about price bid shall be submitted / disclosed directly or indirectly in the technical bid and in such case, the Bid shall be rejected.							
Note:								
<ul style="list-style-type: none"> i. The check list is indicative and not exhaustive. The bidder must go through the complete bid documents and submit the required document accordingly. ii. If any of the above form or criteria is not applicable to the bidder, then they can simply indicate N.A. against the relevant column. 								

I hereby confirm that:

- (i) I have checked the above list with our submittal. I am also aware that if our bid is not containing the above documents, the Employer has the right to reject our bid.
- (ii) All the pages of bid submission are properly index and numbered.

Seal:

Date:

(Signature of Authorized representative of Bidder)

Letter of Technical Bid

The bidder must accomplish the Letter of Technical Bid on its letterhead clearly showing the bidder's complete name and address.

Date:

To:

**National Capital Region Transport Corporation Ltd.
GatiShakti Bhawan,
INA, New Delhi – 110023
Tel : +91-11- 2466 6700
Fax : +91-11- 2466 6723**

Subject: Technical bid submission in response to Bidding Document no.
Bid No. xxxxxxxxxxxx: Subject.....

Dear Sir/ Ma'am,

With reference to your Bidding Document dated _____, I/we, hereby submit my/our Technical Bid for the aforesaid Work. The Bid is unconditional and unqualified. I/ We, the undersigned, declare that:

(a) I/ We hereby confirm that, we have downloaded the complete set of bidding documents including all addendum/corrigendum/clarifications along with the set of enclosures issued up to the deadline of submission of Bid on e-procurement portal. We have examined and have no reservations to the Bidding Documents, including addendum/corrigendum/clarifications issued in accordance with Instructions to Bidders (ITB). We accordingly offer to design, execute, and complete the Works and remedy any defects therein so that they are fit for the purposes defined in the Contract, and in conformity with the terms and conditions contained in the Contract. I/ We agree and undertake to abide by all the terms and conditions of the Bidding Document.

(b) We offer to execute in conformity with the Bidding Documents the following Works:

Bid No. and Name of Work: **Bid No. xxxxxxxxxxxxxx: Subject.....**

We are participating in the Bids for Bid No. **xxxxxxxxxxxxxxxx**

(c) My/ Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(d) My/ Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities in accordance with ITB 4.2.

(e) I/ We, including any Subcontractors or Suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITB 4.3.

(f) I am/ We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative bids submitted in accordance with ITB 13.

(g) My/ Our firm, Joint Venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract,

are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Employer.

- (h) Bidder or any of its constituents and /or subcontractor / subconsultant included in the bid have not been blacklisted/banned for business dealings with Ministry of Housing and Urban Affairs (MoHUA) along with any of its attached and subordinate offices or by any metro rail organizations in India or by Department of Expenditure under Ministry of Finance issuing banning of business applicable over all departments with the banning being valid as on the last date of deadline for submission of bids, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produce.
- (i) Our firms, Joint Venture partners, associates, parent company's affiliates or subsidiaries, including any Subcontractors or Suppliers key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.
- (j) I/ We understand that it is our obligation to notify Employer should our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with Employer, the Employer's country, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
- (k)
 - a. We are not a government-owned enterprise
 - b. We are a government-owned enterprise but meet the requirements of ITB 4.5.***(strike out which is not applicable from a & b above)***
- (l) I/ We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (m) I/ We agree to permit Employer or through their Auditors to inspect accounts, records and other documents relating to the bid submission and Contract performance pertaining to contractor, supplier, sub-contractor.
- (n) If my/ our Bid is accepted, we commit to mobilize key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) or as otherwise agreed with the Employer.
- (o) I/ We understand that in case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that we have made material misrepresentation or has given any materially incorrect or false information, then remedial actions shall be taken against us in accordance with ITB 3.1 (d).
- (p) I/ We declare that I/ we and any of my/ our constituents are not liable to be disqualified in Accordance with ITB 4.4, and we are enclosing the affidavit for the same as per the Performa given in the Bidding Document.
- (q) I/ We have not made any deviations from the requirement of the bidding document and I/ we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, I/ we understand the bid will invite rejection and forfeiture of Bid Security /the Contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

- (r) I/ We declare and confirm that in the submission of this bid, no agent, middleman or any intermediary has been, or will be engaged to provide any services or any other item of work related to the award and performance of this Contract. I/ We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount. I/ We acknowledge the right of the Employer, if he finds to the contrary, to declare our bid to be noncompliant and if the Contract has been awarded to declare the Contract null and void.
- (s) If my/ our bid is accepted, I/ we commit to submit work method statements for all major activities and get these approved from the engineer prior to commencing work on such activities. I/ We also understand that the work shall be executed as per the approved method statements without any deviations.
- (t) I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive
- (u) I/ We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (v) If my/ our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents;

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date.....

AFFIDAVIT

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder)***

I _____
_____**(Name and designation)**** appointed as the attorney/authorized signatory of the
bidder _____ (including _____ its _____ constituents),
M/s. _____

_____**(hereinafter called the bidder)** for the purpose of the Bid for the work of

_____ as per the bid No. _____ of NCRTC, do
hereby solemnly affirm and state on behalf of the bidder including its constituents as
under:

1. We understand that Employer requires that bidders, suppliers, and contractors must observe the highest standard of ethics during the procurement and execution of such contracts. We confirm and undertake that we including our constituents, any subcontractors or suppliers for any part of the Contract directly or otherwise have not been / shall not be engaged in corrupt, fraudulent, collusive, abusive, coercive, or obstructive practices or other integrity violations in competing for the Contract in accordance with ITB 3.

We understand that the Employer has the right to reject our bid at any stage if it determines that we have directly or otherwise, engaged in corrupt, fraudulent, collusive, abusive, coercive, or obstructive practices or other integrity violations in competing for the Contract and will sanction a bidder or its successor, including declaring ineligible for a stated period of time, to participate in Employer's activities, if it at any time determines that the bidder has, directly or otherwise, engaged in corrupt, fraudulent, collusive, abusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing a Contract of the Employer in accordance with ITB 3;

2. That the bidder or any of its constituents and/or sub-contractor /sub-consultant included in the bid have not been blacklisted/banned for business dealings with Ministry of Housing and Urban Affairs (MoHUA) along with any of its attached and subordinate offices or by any metro rail organizations in India or by Department of Expenditure under Ministry of Finance issuing banning of business applicable over all departments with the banning being valid as on the last date of submission of bids, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produce.
3. That the Partner(s) of an existing JV who is not blacklisted/banned in its individual capacity by Ministry of Housing and Urban Affairs (MoHUA) along with any of its attached and subordinate offices or by any metro rail organizations in India or by Department of Expenditure under Ministry of Finance, shall be allowed to participate in the future Bids of the Employer.
4. **(i)** That no previous contract(s) of the bidder (or of any of its constituents, in case the bidder is a consortium) has been terminated for contractor's failure/default by: (a) MoHUA or any of its attached and/or subordinate offices; or (b) any metro rail organizations in India, in each case, any time prior to 2 (two) years before the deadline for submission of bids.

OR

(ii) That previous contract(s) of the bidder (or of any of its constituents, in case the bidder is a consortium) has been terminated for contractor's failure/default by: (a) MoHUA or any of its attached and/or subordinate offices; or (b) any metro rail organizations in India, in each case, any time prior to 2 (two) years before the deadline for submission of bids. However, such termination(s) has been: (a) stayed by a competent court of law / arbitral tribunal and such stay continues to be in effect as of the bid submission deadline; (b) declared to be unlawful or wrongful termination by a competent court of law / arbitral tribunal and such order continues to be in effect as of the bid submission deadline; or (c) revoked by the concerned counterparty.

(Strike out (i) or (ii) from above whichever is not applicable to the bidder)

5. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.
6. That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of MOHUA along with any of its attached and subordinate offices or of any metro rail organizations in India as on the deadline for submission of bid.
7. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
8. We declare that the information and documents submitted along with the bid by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
9. We understand that Bidders shall immediately inform the Employer, in case Bidder ceased to fulfill eligibility or Employer requests to provide evidence for their continued eligibility in terms of ITB 4. In case the bidder fails to inform the Employer or submits a false affidavit, the Employer has the right to reject the bid and Bidder shall also be liable for Banning of Business dealings by the Employer for a period of 02 (two) years.
10. We understand that in case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that we have made material misrepresentation or has given any materially incorrect or false information, then remedial actions shall be taken against us in accordance with ITB 3.1 (d).

(DEPONENT)
SEAL AND SIGNATURE OF THE BIDDER

Verification:

Verified on _____ day of _____ at _____ that the contents of the above-mentioned affidavit are true and correct and nothing material has been concealed there from.

(DEPONENT)
SEAL AND SIGNATURE OF THE BIDDER

*** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.*

Attestation before Magistrate/Public Notary

Bid Security (Bank Guarantee)

(On non-judicial stamp paper of the appropriate value in accordance with Stamp Act. The stamp paper should be in the name of the Executing Bank).

From:

.....***[Insert Bank's Name, and Address of Issuing Branch or Office].***

To:

National Capital Region Transport Corporation Ltd.,
GatiShakti Bhawan, INA, New Delhi-110023

Tele: +91-11-24666700,

Email:

Beneficiary: National Capital Region Transport Corporation Ltd. (hereinafter called "the Employer")

Date:

Bid Security No.:

We have been informed that ***[Insert name of the Bidder]***..... (hereinafter called "the Bidder") intends to submit to you its bid (hereinafter called "the Bid") for the execution of
... ***[name of contract]*** under Invitation for Bids No.dated..... ("the IFB").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of ***[Insert Value of Bid Security required]***, in the form of Bank Guarantee, according to your conditions of Bid.

AND

WHEREAS,***[Insert Name of the Bank]***, with its Branch***[Insert Address]***
having its Headquarters office at..... ***[Insert Address]***, hereinafter called the **Bank**, acting
through***[Insert Name and Designation of the authorised persons of the Bank]***, have, at the request of the Bidder, agreed to give guarantee for Bid security as hereinafter
contained, in favour of the Employer:

1. KNOW ALL MEN that by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank]***, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of ***[Insert Value of Bid Security required]*** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Employer and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at any time.

6. That this Guarantee commences from the date hereof and shall remain in force till **(Date to be filled as mentioned in clause 1.2 (a) of IFB (Bid Schedule))**
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
9. The Bank Guarantee shall be encashable/payable at (branch name) Delhi/NCR only.
10. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758, except that the supporting statement under Article 15 (a) is excluded.
11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee (s) of Bidder in favour of the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.
11. Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)
 - b) This Bank Guarantee shall be valid up to
 - c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

Date
Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters].....

[Designation].....

[P/Attorney] No.

Witness:

1 Signature
Name & Address & Seal

2 Signature
Name & address & Seal

Bank's Seal
P/Attorney No.

Note:

All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Technical Proposal

Personnel

Site Organization

Method Statement

Mobilization Schedule

Any other Schedule

Personnel
Form PER – 1: Proposed Personnel

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
5.	Title of position*
	Name
6.	Title of position*
	Name
etc.	Title of position*
	Name

-- Note --

** As listed in Section 6.*

SEAL AND SIGNATURE OF THE BIDDER

Site Organization

Method Statement

Mobilization Schedule

Milestone/Any other Schedule

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI - 1: Bidder's Information Sheet (Details of Sole Bidder/Joint Venture)

Bidder's Information	
Bidder's (Firm/ Company) Name	
Name of each partner (in case of a Joint Venture)	
Whether MSME/Startup,	<input type="checkbox"/> MSME (Micro, Small & Medium Enterprises) <input type="checkbox"/> Startup <input type="checkbox"/> None of the above
Whether Government/ Non-Government	<input type="checkbox"/> Government <input type="checkbox"/> Non- Government
Bidder's country of constitution/Incorporation	
Legal Status of JV (incorporated/ Unincorporated)	
Bidder's year of constitution/Incorporation	
Name, Designation, email id & Contact number of Bidder's authorized representative	
Specimen Signature of Authorized representative	
Bidder's (Company/Firm) address, telephone number(s), fax number(s), e-mail address in country of constitution/Incorporation	
Bidder's Bank Account details for the refund of Bid Security (if submitted in the form of DD/BC) by RTGS/NEFT	

Attached are copies of the following documents.

- ☐ 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.
- ☐ 2. Affidavit in case of Proprietary firm
- ☐ 3. Partnership Deed in case of partnership firm.
- ☐ 4. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 20.2.
- ☐ 5. In case of a Joint Venture, Joint Venture agreement, in accordance with ITB 4.1.
- ☐ 6. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5.
- ☐ 7. In case of MSME/Startup, attach required certificate.

(Signature of Authorized representative of bidder)

Form ELI - 2: Joint Venture/ Specialist Subcontractor Information Sheet

Each member of the Joint Venture and Specialist Subcontractor must fill out this form separately.

Joint Venture / Specialist Subcontractor Information	
Bidder's (Firm/ Company) name in case of JV	
Joint Venture Partner's or Specialist Subconsultant's name	
Joint Venture Partner's or Specialist Subconsultant's country of constitution/Incorporation	
Whether, Joint Venture Partner's or Specialist Subconsultant's MSME/Startup	<input type="checkbox"/> MSEs <input type="checkbox"/> Startup
Whether Government/ Non-Government	<input type="checkbox"/> Government <input type="checkbox"/> Non-Government
Joint Venture Partner's or Specialist Subconsultant's year of constitution/ Incorporation	
Joint Venture Partner's or Specialist Subconsultant's legal address in country of constitution/ Incorporation, email and contact details	
Joint Venture Partner's or Specialist Subconsultant's authorized representative information (name, designation, signature, telephone number(s), fax number(s), e-mail address)	
Attached are copies of the following documents. <ol style="list-style-type: none"> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. 2. Authorization to represent the firm named above, in accordance with ITB 20.2. 3. Affidavit in case of Proprietary firm 4. Partnership Deed in case of partnership firm. 5. In case of a Joint Venture, Joint Venture agreement, in accordance with ITB 4.1. 6. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5. 7. In case of MSME/Startup, attach required certificate. 	

(Signature of Authorised representative of bidder)

Form ELI - 3: Intended Joint Venture Agreement
[Ref ITB 4.1]

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act.)

The Partners of the Joint Venture shall provide Joint Venture Agreement (“Agreement”) for Joint Venture Participation in the name of M/s-----of which includes at least the followings: -

M/s_____ having its registered office at _____ (hereinafter referred to as) is the Lead Partner of the Joint Venture and acting as the authorized representative of the Joint Venture on first part; and

M/s_____ having its registered office at _____ (hereinafter referred to as ‘_____’) in the capacity of a Joint Partner of the Joint Venture on the other part; and

M/s_____ having its registered office at _____ (hereinafter referred to as ‘_____’) in the capacity of a Joint Partner of the Joint Venture on the other part; and

The expressions of _____ and _____ and _____ shall wherever the context admits, mean and include their respective legal representatives, successor interest and assigns and shall collectively be referred to as “the Partners” and individually as “the Bidder”

WHEREAS:

- (A) National Capital Region Transport Corporation (NCRTC) [hereinafter referred to as “Employer”] has invited bids for _____ “[Insert name of work]”, by its bidding documents No. dated(the “Bidding Documents”)
- (B) The Parties are interested in jointly bidding for the Works as members of a Joint Venture and in accordance with the terms and conditions of the Bidding Document in respect of the Works, and
- (C) It is a necessary condition under the Bidding Document that the members of the Joint Venture shall enter into a Joint Venture Agreement and furnish a copy thereof with the Bid.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

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

1.2 The following documents shall be deemed to form and be read and construed as an integral part of this Agreement.

- a) Invitation for bid;
- b) Bidding Documents issued by the Employer
- c) Any Addendum/Corrigendum to the Bidding Documents issued by the Employer
- d) The Bid submitted on our behalf jointly by the Authorized Representative from the Lead Partner of the Joint Venture (JV).

2. AUTHORIZED REPRESENTATIVE OF THE LEAD PARTNER

- 2.1 Mr./Ms. _____, authorized representative of the Lead Partner and whose details are provided as under, shall be the Authorized Representative of the Joint Venture for all intents and purpose. He / She shall have the authority to conduct all business for and on behalf of any and all the Partners of JV during the bidding process and in the event the JV is awarded the Contract, during Contract execution.

Name,	Designation,	Address	Tel/Fax no	Email ID
-------	--------------	---------	------------	----------

3. JOINT VENTURE

- 1.1 The Parties do hereby irrevocably constitute a joint venture (the “JV”) for the purposes of jointly participating in the bidding process for the Project.
- 1.2 The Parties hereby undertake to participate in the bidding process only through this JV and not individually and/ or through any other JV constituted for this Project, either directly or indirectly.
- 1.3 The Parties undertake that:

- a) The Lead Partner of our JV shall have the majority share amongst the other partners of the JV. The Lead Partner shall have the power of attorney from all Parties for conducting all business for and on behalf of the JV during the bidding process and for performing all its obligations in terms of the Contract;
- b) The distribution of responsibilities in execution of Work and the percentage participation amongst various Partners of the JV for the subject work shall be as under:

Sl. No.	Name of the Partner	Role (Lead Partner/ Other Partner)	% Participation	Remarks

4. JOINT AND SEVERAL RESPONSIBILITY

The partners undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the Contract with the Employer and for the performance of Contract awarded to their JV.

5. DOCUMENTS & CONFIDENTIALITY

Each partner shall maintain in confidence and not use for any purpose other than those related to the Project all commercial and technical information received or generated in the course of preparation and submission of the Bid.

6. VALIDITY

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Partners agree in writing to extend the validity for a further period.

- a) The bid submitted by the Joint Venture is declared unsuccessful, or
- b) Cancellation/ shelving of the project by the employer for any reasons prior to award of Work

- c) Execution of detailed Joint Venture agreement by the Partners, setting out detailed terms after award of work by the Employer, substantially covering the requirements as mentioned in Bidding Documents.

7. This Joint Venture shall be constructed under the laws of India.

Signature)

.....

(Signature)

.....

(Signature)

.....

(Name in Block letters of all Executants with Seal of Company)

WITNESS 1.

WITNESS 2.

Form ELI-4: Power of Attorney (POA) for Submitting Bid

(For Single Entity/Sole Bidder. In case, if JV is permitted and Bidder participates in JV, then this Form/POA is required to be filled by each JV Partner in their Individual Capacity)

(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 of the Bidder 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 bid, withdrawal, substitution and modification of bid, 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 process of bidding till the Contract is entered into with the National Capital Region Transport Corporation Limited and thereafter till the expiry of the Contract.

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.**

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Note:

- (i) The bidder 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 Bidder's Country or Bidders 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 Bidder'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 bidder 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. Memorandum & Articles of Association in case of a Public/Private Company.
 - b) Proprietorship Affidavit in case of Proprietary bidder.
 - c) Partnership deed in case of partnership bidder.
 - 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.

Form: ELI-5

**POWER OF ATTORNEY TO
LEAD PARTNER AND AUTHORISED REPRESENTATIVE OF JOINT VENTURE
(JV)**

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

POWER OF ATTORNEY

Whereas National Capital Region Transport Corporation Ltd. limited has invited Bids for the work of

Whereas, the partners of the Joint Venture comprising of M/s., M/s., and M/s. are interested in submission of bid for the work of ...*[Insert name of work]*... in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the partners of the Joint Venture to designate one of them as the Lead Partner as the authorized representative, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Ventures bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. (Lead Partner), M/s., and M/s. hereby designate M/s., being one of the partners of the Joint Venture, as the lead partner of the Joint Venture and designate Mr./Ms. being authorized representative of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the bid for the Contract, including submission of bid, withdrawal, substitution and modification of bid, 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 process of bidding till the contract agreement is entered into with the National Capital Region Transport Corporation Limited and thereafter till the expiry of the Contract.

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

Dated this the Day of 20.....

..... (Signature)

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

(Signature)

(Signature)

(Signature)

.....
(Name in Block letters of all authorized representative of each JV member with Seal of Company)

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

***Notes:**

- i. The bidder 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 Bidder's Country or Bidders from Partner Countries of Hague convention may submit these documents with "Apostille" stamp.

- 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 bidder 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. Memorandum & Articles of Association in case of a Public/Private Company.
 - b) Proprietorship Affidavit in case of Proprietary bidder.
 - c) Partnership deed in case of partnership bidder.
 - 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.

Form CON - 1: Historical Contract Non-performance

Each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Name of the Bidder/Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts			
Choose one of the following:			
<input type="checkbox"/> No nonperforming contracts.			
<input type="checkbox"/> Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).			
<u>(Please tick (✓) any one the Square box above)</u>			
Year	Description	Amount of Non-performed Portion of Contract (INR equivalent)	Total Contract Amount (INR equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>	<i>[insert amount]</i>

(Signature of Authorised representative of bidder)

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Name of the Bidder/Joint Venture Partner: _____

	Financial Data from Balance Sheet for Previous 5 Years (figure in INR)				
	Year 1*	Year 2	Year 3	Year 4	Year 5
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth = TA – TL					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital = CA – CL					

*Year 1 shall be the latest audited financial year

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN – 3.
------------------------------------	--	---

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

(Signature of CA/Auditor)

Name of CA/Auditor: _____

Registration No: _____ **(Seal)**

UDIN No. _____

SEAL AND SIGNATURE OF THE BIDDER

Notes-

- ☐ The contents of this Form should be certified by a Chartered Accountant/Auditor (In case bidder or JV Partner is Indian, the Form should be certified by generating Unique Document Identification Number (UDIN) as per Gazette Notification No.1-CA(7)/192/2019 dated 02.08.2019, failing which Employer has right to reject the Bid.
- ☐ In case of Financial Statements are in currency(s) other than INR, in addition to above, Bidder shall also provide above information in separate sheet (**duly mentioning the figures in foreign currency, exchange rate and converted equivalent INR amount**) duly certified by Chartered Accountant/Auditor (In case bidder or JV Partner is Indian, the Form should be certified by generating Unique Document Identification Number (UDIN) as per Gazette Notification No.1-CA(7)/192/2019 dated 02.08.2019) in INR equivalent by using methodology for adopting exchange rate as specified in Note 7 of EQC and ITB 15.4.

Form FIN - 2: Average Annual Turnover from Consultancy Services

Each Bidder must fill out this form.

The information supplied should be the Annual Construction Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Name of the Bidder/Joint Venture Partner: _____

Average Annual Turnover from Consultancy Services Data for the Last 5 Years			
Year	Amount Currency (Excluding GST)	Exchange Rate	Turnover Amount in INR (Excluding GST)
Year 1*			
Year 2			
Year 3			
Year 4			
Year 5			

*Year 1 shall be the latest audited financial year.....

Average Annual Turnover from Consultancy Services

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

(Signature of CA/Auditor)
Name of CA/Auditor: _____
Registration No: _____

(Seal)
UDIN No. _____

SEAL AND SIGNATURE OF THE BIDDER

Notes:

- ☐ **The turnover shall be calculated excluding of GST.**
- ☐ The contents of this Form should be certified by a Chartered Accountant/Auditor (In case bidder or JV Partner is Indian, the Form should be certified by generating Unique Document Identification Number (UDIN) as per Gazette Notification No.1-CA(7)/192/2019 dated 02.08.2019), failing which Employer has right to reject the Bid.
- ☐ Exchange rate shall be adopted by using methodology as specified in Note (vi) of EQC under clause 2.4.2.

Form FIN – 3:
Availability of Financial Resources

Not Applicable

Form FIN – 3A: Evidence of Availability of Credit Line Financial Resources

Not Applicable

Form FIN - 4: Financial Requirements for Current Contract Commitments

Not Applicable

Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources

Not Applicable

Form EXP – 1: Contracts of Similar Size and Nature

Fill out one (1) form per contract.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency as specified in Note- vi under clause 2.4.2 of EQC and ITB 15.4.

Contract of Similar Size and Nature		
Contract No		
Name of work		
Award Date		Completion Date
	Original Date	Revised date (if any)
Total Completed Cost of the work (in INR)		
If partner in a Joint Venture or Subcontractor, specify participation for completed or ongoing work	Percent participation of Total contract	Amount (in INR)
Employer's name Address Telephone number Fax number E-mail		
Description of the work, similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		
Details of Similarity in Accordance with Criterion 2.4.1 of Section 3		

(Signature of Authorized representative of bidder)

Notes:

1. The bidder shall attach a copy of the Certificate(s) issued by the employer in support of the information being furnished in each EXP-1 Form, failing which the claim of the bidder shall

be liable to be rejected (in case of experience as a sub-contractor, the employer shall be the owner of the Project who has engaged the main Contractor).

2. The experience certificate issued by the Engineer acting on behalf of the employer (owner of the project) shall also be considered provided the documentary evidence establishing the appointment of the said Engineer by the owner of the project shall also be required to be submitted with the bid.
3. As **an alternative to the stipulated at 1 & 2 above,** in case of DBFOT/BOT/BOOT projects **which are awarded by an owner to a concessionaire, a certificate from the concessionaire certifying the experience of the bidder (Construction contractor) in execution of the work** to whom the execution work is subsequently awarded by the same concessionaire, **can be considered as proof execution of said work by the bidder.** However, such certificate will need to be countersigned by:
 - a) The owner of the Project who has granted the concession **to the concessionaire**, clearly indicating the name, designation and official address of the signing authority.

Or

- b) An Engineer appointed by the owner of the project who has granted the concession clearly indicating the name, designation and official address of the signing authority. The document(s) establishing the appointment of the said Engineer **by the owner of the project** shall also be required **to be submitted with the bid.**
4. **As an alternate to the stipulation at 1,2 & 3 above alternatively, the following notarized set of documents from the Bidder can be considered to be proof of execution of the said work by the Bidder subject to:**
 - a) Completion Certificate issued by the Concessionaire / Contractor duly certified by Statutory Auditor / Chartered Accountant of the bidder (In case bidder or JV Partner is Indian, the Completion Certificate should be certified by generating Unique Document Identification Number (UDIN) as per Gazette Notification No.1-CA(7)/192/2019 dated 02.08.2019) clearly indicating following shall also be considered:
 - i. The subsequent award of the work to the bidder by the concessionaire/ Contractor, as the case may be

Name of work, name of owner/employer, reference of contract agreement number,

- ii. Period of execution (from date of start of work- date of completion)
- iii. Project details as per eligibility Qualification criteria.
- iv. Construction cost as per Concession agreement
- v. Actual Construction cost
- vi. Quantities of major items of work fulfilling the eligibility criteria, if any
- vii. A clear averment to the effect that whether the work was completed/ Taken Over or substantially completed.

However, the Bidder may also submit other documentary evidence duly certified by MD/CEO, full time Director, Partner Authorized to Sign, Proprietor of the firm, to the satisfaction of the Employer, establishing the technical parameters mentioned in Completion Certificate issued by Concessionaire / Contractor. Certificate from Statutory Auditor /CA in such cases shall not be mandatory.

- b) In case the option of this Para 4 is exercised by the bidder, then documentary evidence establishing the identity of the concessionaire/ contractor by the Employer (owner of the project) shall also be required to be submitted with the bid.

5. Deleted.
6. The documentation/ information produced/ furnished by the bidder shall be subject to verification by the Employer at any stage during the bidding process or during the contract execution. In case of incorrect certification/ information furnished by any bidder, being noticed during such verification, the employer reserves the right to disqualify or take suitable action. However, the Bidder/Contractor shall not be absolved of the responsibility of submitting the genuine documents and will remain responsible for all the documents submitted even if the Employer do not verify the Documents.
7. Deleted.

Form EXP - 2: Consultancy Experience in Key Activities –

(Not Applicable)

Form UT-1 : Undertaking from Specialist sub-consultant

Not Applicable

Form: UT-2

UNDERTAKING FOR RESTRICTIONS UNDER RULE 144(xi) OF THE GENERAL FINANCIAL RULES (GFRs)-2017 AS ISSUED BY LETTER NUMBER F.7/10/2021-PPD(1) DATED 23.02.2023 OF PROCUREMENT POLICY DIVISION, DEPARTMENT OF EXPENDITURE (DOE) UNDER MINISTRY OF FINANCE, GOVERNMENT OF INDIA OR ANY SUBSEQUENT AMENDMENT ON THE SUBJECT MATTER ISSUED BY GOVERNMENT OF INDIA TILL DEADLINE FOR BID SUBMISSION

Wehave read the Orders of Government of India mentioned in ITB Clause 4.2 (a) regarding restrictions on procurement under Rule 144(xi) of the General Financial Rules We hereby certify that we fulfil all the requirements under Orders of Government of India mentioned in ITB Clause 4.2 (a) and are eligible to be considered as follows:

- i. We come under the details of bidder who are required to be registered with Competent Authority as per para 2 & 3 of the orders of Government of India mentioned in ITB Clause 4.2 (a) and are registered with Competent Authority vide registration no..... valid upto (attached with this form)
- ii. We do not come under the details of bidder who are required to be registered with Competent Authority as per para 2 & 3 of the orders of Government of India mentioned in ITB Clause 4.2 (a)

(Strike out (i) or (ii) whichever is not applicable. In case of (i), registration should be valid at the time of submission of bids and at the time of acceptance of bids)

We also undertake that we shall not sub-contract any work to an entity who comes under the details of bidder who are required to be registered with Competent Authority as per para 2 & 3 of the orders of Government of India mentioned in ITB Clause 4.2 (a), unless such entity(ies) are registered with Competent Authority.

We further undertake that in case the work is awarded to us and at any point of time before completion of the work, if we cease to comply the orders mentioned herein above, we are bound to notify the same to the Employer as soon as possible but not later than 28 days of such change in status.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

- To be submitted along with the Technical Bid separately by sole entity/ each JV partner/ any specialist subcontractor being the part of the Bidder.
- To be submitted by any/all proposed Sub-Contractor(s) duly signed by Contractor, with the proposal of Contractor for approval of any/all such proposed Sub-Contractor(s), during execution of the Contract.

GUARANTEE BY PARENT COMPANY
(in terms of ITB 32.2)

FORM-Undertaking from Parent/Holding Company

(Refer Clause ITB 4.1 (c) of BDS)

(On the Letterhead of Parent/holding company)

We have been informed that..... (hereinafter called the "Consultant") is submitting an offer for the work of (***insert Name of Work as stated in Invitation of Bid (IFB)***), and that the conditions of your invitation require his offer to be supported by a Parent Company Guarantee.

In consideration of you, the Client, awarding the Contract to the Consultant, **we.....** (***name of parent holding company***) irrevocably and unconditionally guarantee to you, as a primary obligation, the due performance of all the Consultant's obligations and liabilities under the Contract, including the Consultant's compliance with all its terms and conditions according to their true intent and meaning.

If the Consultant fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Client against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Consultant is liable to the Client under the Contract.

We do hereby solemnly affirm and state on behalf of the consultant that we will be providing the technical and financial back-up to the satisfactory completion of the work mention above and in case of failure of the consultant, we will be wholly responsible for the works required to be rendered by the consultant as per the scope of work.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Consultant, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Consultant's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Client and the Consultant from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Consultant are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence

whatsoever by the Client to the Consultant, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Consultant or the Client, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by and construed according to laws for the time being enforced in India and the Consultant agrees to submit to the exclusive jurisdiction of the courts at Delhi, India. Any dispute under this guarantee shall be finally settled under the Indian Arbitration and Conciliation Act, 1996 **as amended** by one or more arbitrators appointed in accordance with **the procedure as prescribed in the Bid Document.** We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written.

In pursuant to power delegated to the undersigned vide Board resolution / Power of Attorney (Copy attached) undersigned is fully authorized to issue this undertaking.

**SEAL & SIGNATURE OF
AUTHORISED SIGNATORY OF
PARENT/ HOLDING COMPANY**

Witness:

1. *Signature*
Name, Signature, Address, Date

Notes:

- 1) The undertaking is required to be submitted by Parent/Holding Company in case their Technical and Financial credentials are proposed to be utilized by the Bidder.
- 2) The above undertaking should be under the signatures of an official of the rank of Full time Director on the Board of Directors or above of the Parent/Holding company.
- 3) Confirmation of authorization of the signatory of the Parent/Holding company should be enclosed with the above undertaking complying with the requirements of ITB 20.2.
- 4) Documentary evidence/proof is required to be submitted to establish the relationship (shareholding) between the holding and its subsidiary.

FORM-Undertaking from Subsidiary(ies) Company**(Refer Clause ITB 4.1 (c) of BDS)**

(On the Letterhead of Subsidiary company) We have been informed that.....
 (hereinafter called the "Consultant") is submitting an offer for the work of **(insert Name of Work as stated in Invitation of Bid (IFB))**, and that the conditions of your invitation require his offer to be supported by a Subsidiary Company Guarantee.

In consideration of you, the Client, awarding the Contract to the Consultant, **we..... (name of Subsidiary company)** irrevocably and unconditionally guarantee to you, as a primary obligation, the due performance of all the Consultant's obligations and liabilities under the Contract, including the Consultant's compliance with all its terms and conditions according to their true intent and meaning.

If the Consultant fails to so perform his obligations and liabilities and comply with the Contract, we will indemnify the Client against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Consultant is liable to the Client under the Contract.

We do hereby solemnly affirm and state on behalf of the consultant that we will be providing the technical and financial back-up to the satisfactory completion of the work mention above and in case of failure of the consultant, we will be wholly responsible for the works required to be rendered by the consultant as per the scope of work.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Consultant, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Consultant's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Client and the Consultant from time to time. We hereby authorize them to agree any such amendment or variation, the due performance of which and compliance with which by the Consultant are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence

whatsoever by the Client to the Consultant, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Consultant or the Client, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by and construed according to laws for the time being enforced in India and the Consultant agrees to submit to the exclusive jurisdiction of the courts at Delhi, India. Any dispute under this guarantee shall be finally settled under the Indian Arbitration and Conciliation Act, 1996 **as amended** by one or more arbitrators appointed in accordance with **the procedure as prescribed in the Bid Document**. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written.

In pursuant to power delegated to the undersigned vide Board resolution / Power of Attorney (Copy attached) undersigned is fully authorized to issue this undertaking.

**SEAL & SIGNATURE OF
AUTHORISED SIGNATORY OF
SUBSIDIARY(IES) COMPANY**

Witness:

1. *Signature*
Name, Signature, Address, Date

Notes:

- 1) The undertaking is required to be submitted by Subsidiary(ies) Company in case their Technical credentials are proposed to be utilized by the Bidder.
- 2) The above undertaking should be under the signatures of an official of the rank of Full time Director on the Board of Directors or above of the Subsidiary(ies) company.
- 3) Confirmation of authorization of the signatory of the Subsidiary(ies) company should be enclosed with the above undertaking complying with the requirements of ITB 20.2.
- 4) Documentary evidence/proof is required to be submitted to establish the relationship (shareholding) between the holding and its subsidiary.

Form: UT -4

CERTIFICATION FOR LOCAL CONTENT

Deleted

UNDERTAKING FOR ENCASHMENT/FORFEITURE OF BID SECURITY

(Refer Clause 19.9 of ITB)

We,.....(Name of JV) hereby confirm that Bid Security submitted for the contract (Contract No) in the name of (name of the partner on whose name Bid Security is submitted) is on behalf of(Name of the JV).

We also undertake that in the event of encashment/forfeiture of Bid Security by the Employer in terms of bid provisions, none of the constituents partners of(Name of JV) will have any objection for the same.

Signature of Authorized Signatory of Bidder with Seal

Note:

The undertaking is to be submitted in case the bid security is submitted in the name of any Partner of JV.

**UNDERTAKING FOR GENUINNESS OF DOCUMENTS SUBMITTED/ UPLOADED BY
THE BIDDER ALONGWITH THE BID SUBMISSION**

(To be submitted on the letterhead of the bidder)

I..... (Name and designation) appointed as the attorney/ authorised
signatory of the bidder,

M/s (hereinafter called the bidder) for the purpose of the Bid documents
for the work of as per the bid no. of
NCRTC, do hereby solemnly affirm and state on the behalf of the bidder including its constituents
as under:

1. I/we the bidder (s) am/are signing this document after carefully reading the contents.
2. I/we the bidder (s) also accept all the conditions of the bid and have signed all the pages
in confirmation thereof.
3. I/we declare and certify that I/we have not made any misleading or false representation
in the forms, statements and attachments in proof of the qualification requirements.
4. I/we also understand that my/our offer will be evaluated based on the documents/
credentials submitted along with the offer and same shall be binding upon me/us.
5. I/we declare that the information and documents submitted along with the bid by me/us
are correct and I/we are fully responsible for the correctness of the information and
documents submitted by us.
6. I/ We understand that in case it is found during the evaluation or at any time before
signing of the Contract or after its execution and during the period of subsistence thereof,
that we have made material misrepresentation or has given any materially incorrect or
false information, then remedial actions shall be taken against us in accordance with the
provisions mentioned in the bid document.

SEAL AND SIGNATURE OF
AUTHORISED SIGNATORY OF THE BIDDER

PLACE:

DATE:

Non-Disclosure Undertaking

[On the Letterhead of the Bidder/Nominated Entity]

[Date]

To,
National Capital Region Transport Corporation
Gati Shakti Bhawan,
INA, New Delhi – 110023.

Subject: Non-Disclosure Undertaking (“NDU”)

Sir,

We, [insert the name of the Bidder/Nominated Entity] having our registered office at [●] (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 Transport Corporation (“**Disclosing Party**”) either directly or through any other person acting on behalf of the Disclosing Party, in connection with the bidding process being conducted by the Disclosing Party pursuant to its Bid No. for (“**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 technical, 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 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 an 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 received from the Disclosing Party in 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 writing 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 representations, 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 e-mail to the address set out below:

Attention	Procurement Cell
Address	National Capital Region Transport Corporation, Gati Shakti Bhawan, INA, New Delhi – 110023.
Email	procurementcell@ncrtc.in

7. Severability

If any provision (or part thereof) of this NDU is held to be violation of any applicable law, the same shall be deemed to be deleted from this NDU. The remainder of this NDU shall remain in full force and effect as if such provision (or part thereof) had not originally been contained in this NDU.

8. Miscellaneous

8.1 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 actions, 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

8.2 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.

For and on behalf of [insert the name of the Receiving Party]

Authorized Signatory

Name:

Designation:

Note: (i) Bidder may kindly note that after giving access to the Data Room, in case bidder is participating as JV then all the partners of JV shall submit the Non-disclosure Undertaking (NDU) in the format specified in Bidding form i.e. Form UT-7 along with duly executed Power of Attorney as per the format provided as Annexure-1 of Form UT-7 individually while submitting their bid on the CPP Portal.

Annexure-1 of Form UT-7

Power of Attorney for Signing the Non-Disclosure Undertaking

(To be executed on Stamp paper of appropriate value)

POWER OF ATTORNEY FOR SIGNING NON-DISCLOSURE UNDERTAKING

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), son/daughter/wife of and presently residing at, who is presently employed/retained with and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to sign in our name and on our behalf, the Non-Disclosure Undertaking ("NDU") for receiving confidential information with respect to the bidding process for Bid No.: Name of Work

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)
(Name, Title and Address of the Attorney)
(Notarised)

Person identified by me/personally appeared before me/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)
(Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary

Date: _____

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.
- The bidder should submit following additional document in support of the POA as case to case basis:
 - Proprietorship Affidavit in case of Proprietary Bidder.
 - Partnership deed in case of Partnership Bidder.
 - Board Resolution in case of a Public/ Private Limited Company.
 - Memorandum & Article of Association in case of a Public/ Private Limited Company.
 - Board Resolution in case of a Limited Liability Partnership.

UNDERTAKING FOR BUSINESS OPERATION IN INDIA
Deleted

Format for CV of Key Personnel proposed to be deployed

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Education Qualifications:

Year of passing	Qualification	Institute
(Add rows if required)		

6. Membership of Professional Associations:
7. Other Trainings:
8. Countries of Work Experience
9. Languages (For each language indicate proficiency: good, fair, or poor in speaking, reading and writing)

Language	Speaking	Writing	Reading

10. Employment Record:

(Starting with present position, list in reverse order every employment held)

S No	Period		Employer (with reference details i.e. Name, Designation, Address, contact & email)	Position Held (post Qualification)	Major Activities performed	Location (City, country)
	From	To				

11. Experience of the Key person in carrying out “Eligible works” as defined in Clause 3.2 of Section -3).

Project Name	Name of Project owner	Name of client (with reference details i.e. Name, Designation, Address, contact & email)	Period From - to	Position held by the Key Person	Brief details of the project	Details of eligible work carried out by the key person	Remarks

12. Certifications

- (a) I am willing to work for M/s _____ (name of Bidder) in case M/s _____ (name of bidder) is awarded the work of _____ (name of work), and I will be available for the entire duration of the assignment as required
- (b) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me

(Signature and name of the Key personnel)

Place.....

(Signature and name of the authorized signatory of the Bidder)

Notes:

1. Use separate sheet for each Key Personnel
2. The CV shall be signed in ink by both the Key Personnel concerned and by the Authorized Representative of the bidder along with the seal of the tenderer. Scanned documents with signature of the expert shall also be accepted. Such scanned document shall be signed in ink by the Authorized representative of the bidder.
3. The information in the CV especially under S.No.11 should be in details so as to correctly evaluate the proposed key person/expert in terms of the requirements of Clause 3.2-II of the Evaluation and Qualification criteria.
4. If an individual key Expert makes an averment regarding his qualification, experience, age or any other details in his CV and it turns out to be false, the Expert shall be debarred for future assignments in NCRTC and further action shall be taken in accordance with the clause 3.1 (d) of ITB. Hence the bidder is required to verify and satisfy himself about the details stated by the individual key experts, prior to its incorporation in its bid.

TENTATIVE DEPLOYMENT SCHEDULE
Deleted

FORM CL-2

Form: PQ

STANDARD FORMAT FOR PRE-BID QUERIES

Contract No. and Name of the Work:

Name of Bidder:

S.No.	Relevant Section/Clause No. and complete description of clause	Relevant Page No. of Bidding Document	Queries	Replies (To be filled by NCRTC)

(Signature of Authorized representative of bidder)

FORM- Tables of Adjustment Data

The indices for Foreign currencies and weightages shall be taken for this purpose as provided in the SCC.

Schedule Reference	A	B	C	D	E	F
	Index Code	Index description	Source of Index	Base value	Bidder's related Foreign Currencies.	Adjustable portion as per SCC
Schedule-B				Bidder to provide Value as on Base Date		85%
Schedule-B				Bidder to provide Value as on Base Date		85%
Schedule-B				Bidder to provide Value as on Base Date		85%

Signature of Authorized Signatory of Bidder with Seal