

**TENDER NOTIFICATION NO.
GMRC/DDC/ELEV-VDCT+STNS & DEPOT/SURAT/PH-1/2020**

(i) “DETAILED DESIGN CONSULTANCY SERVICES FOR CORRIDOR 1 FROM SARTHANA DEAD END (CH: -450M) TO END OF UG RAMP (CH: 3950M), ELEVATED VIADUCT, ELEVATED STATION (4 STATIONS) INCLUDING VIADUCT PORTION WITHIN THE STATIONS AND TRANSITION SPANS ON EITHER SIDE OF THE STATIONS” (ii) “DETAILED DESIGN CONSULTANCY SERVICES FOR CORRIDOR 2 FROM BHESAN DEAD END (CH: -949.63M) TO SAROLI DEAD END (CH: 17791.9M), ELEVATED VIADUCT, ELEVATED STATION (18 STATIONS) INCLUDING VIADUCT PORTION WITHIN THE STATIONS AND TRANSITION SPANS ON EITHER SIDE OF THE STATIONS & DEPOT AT BHESAN” IN CONNECTION WITH SURAT METRO RAIL PROJECT, PHASE -I

TENDER NO.:
GMRC/DDC/ELEV-VDCT+STNS & DEPOT/SURAT/PH-1/2020

VOLUME - I

NOTICE INVITING TENDER

Gujarat Metro Rail Corporation (GMRC) Limited

(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as Metro Link Express for Gandhinagar and Ahmedabad (MEGA) Co. Ltd.

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407



Gujarat Metro Rail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

Date: 28-04-2020

TENDER NOTIFICATION No: GMRC/DDC/ELEV-VDCT+STNS & DEPOT/SURAT/PH-1/2020

E-Tenders are invited from reputed and experienced Contractors for the following tender:

Tender Name	Tender Fees
(I)"DETAILED DESIGN CONSULTANCY SERVICES FOR CORRIDOR 1 FROM SARTHANA DEAD END (CH : -450M) TO END OF UG RAMP (CH : 3950M), ELEVATED VIADUCT, ELEVATED STATION (4 STATIONS) INCLUDING VIADUCT PORTION WITHIN THE STATIONS AND TRANSITION SPANS ON EITHER SIDE OF THE STATIONS" AND (II)"DETAILED DESIGN CONSULTANCY SERVICES FOR CORRIDOR 2 FROM BHESAN DEAD END (CH: -949.63M) TO SAROLI DEAD END (CH: 17791.9M), ELEVATED VIADUCT, ELEVATED STATION (18 STATIONS) INCLUDING VIADUCT PORTION WITHIN THE STATIONS AND TRANSITION SPANS ON EITHER SIDE OF THE STATIONS & DEPOT AT BHESAN" IN CONNECTION WITH SURAT METRO RAIL PROJECT, PHASE -I	INR 25,000/-

Interested bidders are requested to visit <https://gmrc.nprocure.com> for eligibility criteria, applying/ downloading the tender document. Last date and time for Bid Submissions is 15:00 Hrs on 16-06-2020.

Any alterations in Eligibility Criteria cum Qualification Requirements, and terms of the Tender Document, or any amendment to the Tender Document, etc, will be uploaded on <https://gmrc.nprocure.com> and GMRC's Website www.gujaratmetrorail.com without any obligation or press notification or other proclamation.

Managing Director
GMRC, Gandhinagar

TENDER NOTIFICATION NO: GMRC/DDC/ELEV-VDCT+STNS & DEPOT/SURAT/PH-1/2020**Date: 28-04-2020****NOTICE INVITING TENDER****1.1 GENERAL****1.1.1 Name of Work:**

Gujarat Metro Rail Corporation (GMRC) Ltd. invites Open Tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work, **“(i)”Detailed Design Consultancy Services for Corridor 1 From Sarthana Dead End (Ch : -450m) to end of UG Ramp (Ch: 3950m), Elevated Viaduct, Elevated Station (4 Stations) including Viaduct portion within the Stations and Transition Spans on either side of the stations”** and **“(ii)”Detailed Design Consultancy services for Corridor 2 from Bhesan Dead End (Ch: -949.63m) to Saroli Dead End (Ch: 17791.9m), Elevated Viaduct, Elevated Station (18 stations) including viaduct portion within the stations and transition spans on either side of the stations & depot at Bhesan”** in connection with **Surat Metro Rail Project, Phase – I”**

1.1.2 Key Details:

The details of the tender are as follows:

Tender No.	GMRC/DDC/ELEV-VDCT+STNS & DEPOT/SURAT/PH-1/2020
Name of Work	“(i)”Detailed Design Consultancy Services for Corridor 1 From Sarthana Dead End (Ch : -450m) to end of UG Ramp (Ch: 3950m), Elevated Viaduct, Elevated Station (4 Stations) including Viaduct portion within the Stations and Transition Spans on either side of the stations” and “(ii)”Detailed Design Consultancy services for Corridor 2 from Bhesan Dead End (Ch: -949.63m) to Saroli Dead End (Ch: 17791.9m), Elevated Viaduct, Elevated Station (18 stations) including viaduct portion within the stations and transition spans on either side of the stations & depot at Bhesan” in connection with Surat Metro Rail Project, Phase – I”
Approximate cost of work	Rs. 40.42 Crore (Excl. GST)
Completion period of Work	42 months from the issuance of LOA
Tender documents on sale / Download of Tender Document	From 13.05.2020 (from 11:00 hrs) to 16.06.2020 (up to 12:00 hrs) on e-tendering website https://gmrc.nprocure.com . Tender document can only be obtained online after registration of tenderer on the website https://gmrc.nprocure.com . For further information in this regard bidders are advised to contact No. +91 79 23248572, Extension 527
Tender Fees (Non-refundable)	Rs. 25,000 (Twenty Five Thousand) only inclusive of GST (Demand Draft /Banker’s cheque drawn on a Scheduled Commercial Bank based in India and should be in favour of “Gujarat Metro Rail Corporation (GMRC) Ltd” payable at Gandhinagar/Ahmedabad) <i>D.D./Banker’s Cheque (in original) shall be accepted only up to 15:00 hours on 16-06-2020 in the office of Senior Deputy General Manager- Civil & Procurement</i>

	<p>(Copy of GST registration no. to be provided along with Tender fee)</p> <p>For further details, clause 1.1.3.1 (iv) of NIT may be referred.</p>
Tender Security	<p>Rs. 40.42 Lakh as Bank-Guarantee/Demand Draft/ Fixed Deposit/ Banker's Cheque</p> <p>Tender Security (in original) as per clause C18 of ITT shall be accepted only up to 15:00 hrs on 16-06-2020 in the office of Senior Deputy General Manager- Civil & Procurement at the address mentioned hereinafter.</p> <p>Demand Draft /Banker's cheque / FD/ BG drawn on a Scheduled Commercial Bank based in India and should be in favour of "Gujarat Metro Rail Corporation (GMRC) Ltd" payable at Gandhinagar/Ahmedabad</p> <p>Note : Bidders to note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/Consortium, the tender security can be either paid from JV/Consortium account or one of the constituent member of JV/Consortium.</p> <p>If Tender Security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.</p> <p>For further details, clause C18 of ITT may be referred.</p>
Last date of submission of queries/ Clarification from Tenderers	<p>25-05-2020 up to 17:00 hrs</p> <p>Queries/clarifications from bidders after due date and time shall not be acknowledged.</p>
Pre- bid Meeting to be held on	26-05-2020 at 11:00 hrs.
Last date and time of submission of E-Tender	<p>16-06-2020, 15:00 Hrs</p> <ul style="list-style-type: none"> • <i>Financial Bid is to be filled up on the online portal https://gmrc.nprocure.com as mentioned in financial bid submission</i> • <i>Technical Bid is to be submitted physically at the address mentioned below & is also to be uploaded online at https://gmrc.nprocure.com</i>
Opening of Technical Bid including Tender Fees & Tender Guarantee	On the last day of submission of Filled-In Technical Bid (as mentioned above) at 15:30 hrs.
Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone.
Venue of physical submission of Tender fees, Tender guarantee and Technical Bid & Prebid Meeting	<p>Senior Deputy General Manager- Civil & Procurement, Gujarat Metro Rail Corporation (GMRC) Limited (SPV of Govt. of Gujarat and Govt. of India) Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India</p>
Tender Validity	180 days from the last day of submission of tender
Performance Security/Security Deposit	10% of accepted value of work (LOA)

1.1.3 QUALIFICATION CRITERIA

1.1.3.1 Eligible Applicants:

i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

ii. (a) A non-Indian firm is permitted to tender only in a joint venture or consortium arrangement with any other Indian firm having minimum participation interest of 26% or their wholly owned Indian subsidiary registered in India under Companies Act-1956 with minimum 26% participation.

(b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV/Consortium. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV/Consortium in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.

iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for / on implementation of the project;

(b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or

(c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for / on implementation of the project, if the personnel would be involved in any capacity on the same project.

iv. The payment of the tender fees is acceptable from account of bidder only. However, in case of JV/Consortium, the tender fees can either be paid from JV/Consortium account or one of the constituent member of JV/Consortium. If Tender Fees has been made from other than the account mentioned before, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.

v(a). GMRC/ any other Metro Organisation (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.

v(b). Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by GMRC / any

other Metro Organisation (100% owned by Govt.)/ after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.

v(c). The overall performance of the tenderer (all members in case of JV/Consortium separately) shall be examined for all the on-going DDC work of **Civil Engineering / Electrical / Signalling / System / Traction Works** awarded by GMRC/ any other Metro Organisation (100% owned by Govt.) of value more than the values specified in clause 1.1.3.2 A.(iii) cost of work and also for all the completed DDC work of **Civil Engineering/Electrical/Signalling/System/Traction Works** awarded by GMRC / any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission), of value more than the values specified in clause 1.1.3.2 A (iii) of NIT executed either individually or in a JV/Consortium. The tenderer shall provide list of all such works in the prescribed Performa given in **Appendix-19A** of the Form of Tender. The tenderer (all members in case of JV/Consortium separately) may either submit satisfactory performance certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/ execution of work (ongoing works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions. In case of non-submission of either satisfactory performance certificate from client / employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) of Appendix - 19A. In case of performance certificate issued by the client, same should not be older than three months (from the last day of the previous month of tender submission) for the ongoing works. **In case the tenderer doesn't have any work falling in the above criteria, his performance will not be judged unsatisfactory.**

v(d). Tenderer (including any member in case of JV/consortium) for the works awarded by GMRC/ any other Metro Organisation (100% owned by Govt.) must have been neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any DDC work of **Civil Engineering/Electrical/Signalling/System/Traction Works** of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in **Appendix-20** of Form of Tender.

v(e). If the tenderer or any of the constituent 'substantial member(s)' of JV/Consortium does not meet the criteria stated in the **Appendix-19 or Appendix-19A or Appendix-20**, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.

v(f). If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-19, or performance in any of the works reported in the Appendix 19A, or undertaking submitted vide

Appendix-20, the same will be considered as “fraudulent practice” under Clause 4.33.1 (a) (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b) & 13.2.1 of GCC.

vi. Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/insolvency during the last 5 years. The tenderer should submit undertaking to this effect in **Appendix-21** of Form of Tender.

vii. LEAD PARTNER/ NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM

- a) Lead partner must have a minimum of 26% participation in the JV/Consortium. Each other partners should have a minimum of 20% participation in the JV/Consortium.
- b) Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
- c) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.
- d) The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV agreement/ MOU submitted vide foot note (d) of Appendix-6 of Form of Tender, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/ non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as ‘breach of contract condition’ and/or ‘concealment of facts’ (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.
- e) The Employer in such cases, may in its sole discretion take action under clause 4.33.1 (b) and/or under clause 4.33.1 (c) of GCC against any member(s) for failure in tenderer’s obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in GMRC or take action to terminate the contract in part or whole under clause 13 of GCC as the situation may demand and recover the cost/damages as provided in contract.

viii. Participation by Subsidiary Company / Parent Company with credential of other Company

- a) Applicant in the capacity of a Subsidiary Company as a single entity is not permitted to use the credential of its Parent Company and/or its Sister Subsidiary Company/ Companies unless the Applicant participates in tender as JV/Consortium with its Parent Company and/or its Sister Subsidiary Company/ Companies as a member(s) in JV/Consortium with minimum 26% participation each (as substantial member) for such member(s).
- b) Applicant in the capacity of a Parent Company as a single entity is not permitted to use the credential of its Subsidiary Company/ Companies unless the Applicant participates in

tender as JV/Consortium with its Subsidiary Company/ Companies as a member(s) in JV/Consortium with minimum 26% participation each (as substantial member) for such member(s).

ix. Purchase Preference to Local Suppliers/Preference to Make In India:

a) Definitions:

- i. 'Local content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent. Minimum local content shall be **80%** for the subject tender.
- ii. 'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed at sr. no. i. above.
- iii. 'L1' means the lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- iv. 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be **10%** for the subject tender.

b) Procedure for Purchase Preference in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
- iv. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) Procedure for Purchase Preference in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.

- iv. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

d) Minimum local content and verification of local content:

- i. The local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company or from a practising cost accountant or practising chartered accountant giving the percentage of local content after completion of works to the Engineer.
- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
- iv. Supplier/bidder shall give the details of the local content in a format attached as **Appendix-23** and **Appendix-24** of FOT duly filled to be submitted along with the technical bid. In case, bidder do not submit **Appendix-23** and **Appendix-24** of FOT duly filled along with their technical bid, local content shall be considered as 'Nil' in tender evaluation.

e) Complaints relating to implementation of Purchase Preference

Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

1.1.3.2 Minimum Eligibility Criteria:

A. Work Experience: The Tenderer(s) will be qualified only if they have successfully completed work(s) during last ten years ending **31.03.2020** as given below:

- (i) At least one work of DDC (Detail Design Consultant) for Civil works (Structural & Architectural), Building services and E & M works of Viaduct and elevated stations for Metro Rail / High Speed Rail / Light Railways/ Railways value of **Rs. 32.34 Crore** or more.

If the above work of **Rs. 32.34 Crore** has been done by the foreign partner of JV and the work was done in the country of the foreign partner then in addition to this, the foreign partner must have done work equal to **Rs.16.17 Crore** outside the country of the foreign partner.

OR

- (ii) Two works of DDC (Detail Design Consultant) for Civil works (Structural & Architectural), Building services and E & M works of Viaduct and elevated stations for Metro Rail / High Speed Rail / Light Railways/ Railways, each of value **Rs. 20.21 Crore** or more.

If the above work of **Rs. 20.21 Crore** has been done by the foreign partner of JV and the work was done in the country of the foreign partner then in addition to this, the foreign partner must have done work equal to **Rs.16.17 Crore** outside the country of the foreign partner.

OR

- (iii) Three works of DDC (Detail Design Consultant) for Civil works (Structural & Architectural), Building services and E & M works of Viaduct and elevated stations for Metro Rail / High Speed Rail / Light Railways/ Railways, each of value **Rs. 16.17 Crore** or more.

If the above work of **Rs. 16.17 Crore** has been done by the foreign partner of JV and the work was done in the country of the foreign partner then in addition to this, the foreign partner must have done work equal to **Rs.16.17 Crore** outside the country of the foreign partner

AND

At least one work of DDC (Detail Design Consultant) for Civil works (Structural & Architectural), Building services and E & M works of Depot. In case, the Tenderer(s) do not fulfil this criteria on their own, they may either propose at least three designated sub-consultants, fulfilling this criteria, with necessary details in the Appendix – 25 or submit an undertaking in Appendix – 25A that they will propose sub-consultants meeting the criteria after award of work. If the Tenderer(s) meets any of these three requirements, they will be considered to have met the specific work experience criteria for Depot.

Detail Design Consultancy (DDC) work means work pertaining to design of Civil (Structural), Architectural and Building Services including E&M works of Viaduct and elevated station(s) for Metro Rail /High Speed Rail /Railways corridor/section. The requirement of designing of structural, architectural and building-services including E&M works may be satisfied by members of JV/Consortium together or by the sole tenderer bidding as an individual entity. For the purpose of structural design, the proof checking will be treated as equal to the structural design of structures. The above qualifying work of DDC amounting to **One work of Rs. 32.34 Crore, Two Works of Rs. 20.21 Crore each or Three works of Rs. 16.17 Crore each** or more means a composite DDC work (i.e. DDC work involving civil structural design or proof checking of civil structural design, architectural, building services and E&M works as a single composite DDC contract). If this requirement of DDC work amounting to **Rs. 32.34 Crore, Rs. 20.21 Crore or Rs. 16.17 Crore** is not met by single composite DDC contract, the tenderer (substantial members of JV/consortium) are also allowed to submit separate works of DDC for Civil Structural design (or proof checking of civil structural design), architectural works and building services (including E&M works) in order to jointly meet the criteria. Each substantial member of JV/Consortium in that case should have successfully completed that part of DDC work [structural/architectural/building services (including E&M

works)] of value not less than **Rs. 8.08 Crore** and total of all components (i.e., structural/architectural/building services (including E&M works)] together should be **Rs. 32.34 Crore** or more.

Notes:

1. The tenderer shall submit details of works executed by them in the Performa prescribed in **Appendix-17 of FOT** for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted. The offers submitted without this documentary proof shall not be evaluated
2. Value of successfully completed portion of any ongoing work up to **31.03.2020** will also be considered for qualification of work experience criteria provided at least 70% of the Contract value of work is completed. The details to be furnished in Appendix - 17 & 17A along with the Engineer / Employer's certificate for ongoing works that should not be older than three months from the tender submission date.
3. For completed works, value of work done shall be updated to **31.03.2020** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year, on compounding basis. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
4. In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

A1. Eligibility requirement for PCC

The entire work to be done by DDC (Structure Design/ E&M/PHE/ Fire fighting) should be proof checked by the Consultant to be proposed by the bidder meeting the following eligibility requirement.

- (i) Bidder shall propose minimum three (3) Consultants for Proof checking. GMRC will technically evaluate the Proof Checking Consultant proposed by the bidder and approve one or more Consultant as part of bid evaluation and incorporate such Consultant as part of letter of award. Payment to Proof Checking Consultant will be made directly by GMRC on submission of their bills duly vetted by the DDC after the NOC is issued by GMRC for the design and drawings for execution.

Eligibility requirement for Proof Checking

- a. Proof Checking Consultant should have done proof checking/ DDC work of Viaduct and Stations including E&M services, Depot for at least two (2) similar work of Viaduct not less than 5 km and at least 4 Stations and a Depot.
- b. The person certifying the design on behalf of Proof Checking Consultant should have experience not less than the experience prescribed for team leader as given in Scope of Work.
- c. The Proof Checking Consultant should submit Professional Indemnity Insurance to GMRC equal to the total amount payable to Proof Checking Consultant under this Contract, in addition to any Professional Indemnity Insurance to be maintained towards DDC under his terms of engagement with them.

NOTE:

- In case, the proposed PCC doesn't meet the eligibility requirement for proof checking, GMRC reserves the right to propose any PCC on its own that meets the above requirement.
- Notwithstanding the direct payment to Proof Checking Consultant and Professional Indemnity Insurance in favor of GMRC, the responsibility, correctness and efficiency & economy in design will rest with DDC and who will submit the Performance Bank Guarantee for the entire amount of Contract including the amount payable to Proof Checking Consultant.
- At least one member of Proof Checking Consultant should attend the meetings in Ahmedabad / Gandhinagar office as and when required by DDC or GMRC till completion of the project and other engineers of proof checking consultant will stationed at Surat office.
- If Proof Checking Consultant/ Sub Consultant appointed do not complete the work or left the work, GMRC will appoint suitable Proof Check Consultant to complete the work on risk and cost of main DDC Consultant.

B. Financial Standing: The tenderers will be qualified only if they have minimum financial capabilities as below:

- (i) **T1 – Liquidity:** It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference (as per proforma given in Annexure – 8 of ITT), should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **Rs.2.89 Crores** for this contract, net of applicant's commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking

references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute acceptable to GMRC as per proforma given in Annexure- 8 of ITT and it should not be more than 3 months old as on date of submission of bids.

In Case of JV/Consortium- Requirement of liquidity is to be distributed between members as per their percentage participation and every member should satisfy the minimum requirement.

Example: Let member-1 has percentage participation=M and member-2 has percentage participation=N. If minimum liquidity required is 'W' then liquidity of member-1 $\geq \frac{W M}{100}$

And liquidity of member-2 $\geq \frac{W N}{100}$.

- (ii) **T2 - Profitability:** Profit before Tax should be Positive in at least 2(two) year, out of the last five audited financial years.

In Case of JV/Consortium: The profitability of only lead member shall be evaluated.

- (iii) **T3 - Net Worth:** Net Worth of tenderer during last audited financial year should be \geq **Rs.3.85 Crores**

In Case of JV/Consortium- Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV/Consortium will be

$$= \frac{AM+BN}{100}$$

- (iv) **T4 - Annual Turnover:** The average annual turnover from consultancy works of last five financial years should be $>$ **Rs.11.55 Crores.**

The average annual turnover of JV/Consortium will be based on percentage participation of each member

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV/Consortium will be

$$= \frac{AM+BN}{100}$$

Notes:

- a) Financial data for latest last five audited financial years has to be submitted by the tenderer in Appendix-18 of FOT along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a

case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

- b) Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

1.1.3.3 Bid Capacity Criteria:

Bid Capacity: The tenderers will be qualified only if their available bid capacity is more than the approximate cost of work as per NIT. Available bid capacity will be calculated based on the following formula:

$$\text{Available Bid Capacity} = 2 * A * N - B$$

Where,

A = Maximum of the value of consultancy works executed in any one year during the last five financial years (updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year, on compounding basis).

N = No. of years prescribed for completion of the work

B = Value of existing commitments (as on last day of the month previous to the month of tender submission) and on-going consultancy works to be completed during period of **42 months** w.e.f. from the first day of the month of tender submission

Notes:

- a) Financial data for latest last five financial years has to be submitted by the tenderer in Appendix -15 of FOT along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original with membership number and firm registration number.
- b) Value of existing commitments for on-going consultancy works during period of **42 months** w.e.f. from the first day of the month of tender submission has to be submitted by the tenderer in Appendix – 16 of FOT. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number and firm registration number.
- c) In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % participation is not mentioned then equal participation will be assumed.

Example for calculation of bid capacity in case of JV / Consortium / Group

Suppose there are 'P' and 'Q' members of the JV / Consortium / Group with their participation in the JV / Consortium / Group as 70% and 30% respectively and available bid capacity of these members as per above formula individually works out 'X' and 'Y' respectively, then Bid Capacity of JV / Consortium / Group shall be as under:

$$\text{Bid Capacity of the JV / Consortium / Group} = 0.7X + 0.3Y$$

- 1.1.3.4 The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.3.2 to 1.1.3.3 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 to 1.1.3.3 shall not imply that his bid shall automatically be

accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT. Any other submission that changes substance of bid cannot be asked during the evaluation process, only submission with tender is valid for evaluation.

In case of mismatch in financial data in the submitted documents i.e in Chartered Accountant certified documents and data in audited balance sheet, the data from the audited balance sheets shall prevail.

1.1.4 Tender Documents comprises of following:

Volume 1
• Notice Inviting Tender
• Instructions to Tenderers (including Annexures)
• Form of Tender (including Appendices)
Volume 2
• General Conditions of Contracts
• Special Conditions of Contract
• Scope of Work
Volume 3
• Financial Package

- 1.1.5 The tenderer may obtain further information/clarification, if any, in respect of these tender documents from the office of **Sr. DGM/Civil & Procurement, Gujarat Metro Rail Corporation (GMRC) Ltd.** (SPV of Govt. of Gujarat and Govt. of India), Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar:-382010, Gujarat, India.
- 1.1.6 All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause. E 4 of “Instructions to Tenderers” and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.1.7 The intending tenderers must be registered on e-tendering portal <https://gmrc.nprocure.com>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- 1.1.8 The bidder shall submit the Tender Fees & Tender Security (Envelope-1), Technical Bid (Envelope-2) and Signed & stamped Tender document along with Addenda & Clarifications (if any) (Envelope-3) in physical form & Technical Bid (i.e, Envelope -2) is also to be uploaded online at e-tendering portal <https://gmrc.nprocure.com>. Financial Bid is not to be submitted in the physical form and it must be submitted online only at <https://gmrc.nprocure.com>. Both the submissions are to be submitted on the same day as per date and time mentioned in NIT. Instructions for on-line bid submission are furnished in ITT.
- 1.1.9 Submission of Tender after due date and time shall not be accepted under any circumstances. It shall be the responsibility of the bidder / tenderer to ensure that (a) Technical Bid is to be physical & online form and (b) Financial Bid / Price Bid is to be submitted in online form on e-tendering website <https://gmrc.nprocure.com> before the deadline of submission.

GMRC will not be responsible for non-receipt of tender submission as mentioned above due to loss etc.

- 1.1.10 Tenders shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause C18 of ITT.
- 1.1.11 GMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the GMRC for rejection of his proposal.
- 1.1.12 If any Scheduled event(s) of tender activity falls on public holiday, then the same will be conducted on the next working day at the same mentioned time.
- 1.1.13 Tenderers are advised to keep in touch with e-tendering portal <https://gmrc.nprocure.com> and GMRC's website www.gujaratmetrorail.com for any updates, Addendum, Clarification, etc.
- 1.1.14 Our Contact person for this tender is Sr. DGM- Civil & Procurement with mail-ID snehal.shah@gujaratmetrorail.com, Telephone +91 79 23248572, Extension 527.
- 1.1.15 Help-Desk Link for E-Tendering:-

In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n) Procure Support team:-

(n)Code Solutions-A division of GNFC Ltd.,

(n)Procure Cell

304, GNFC Infotower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Fax : +91-79-40007533

E-mail : nprocure@ncode.in

TOLL FREE NUMBER : 1800-419-4632

1.1.16 Operating System & System Requirements:-

Opening Website in IE 8/9/10 - Open IE ->Menu Bar -> Tools-> Compatibility View Settings -> Add website in compatibility view ->Select below option only "Display all **Opening Website in IE 11.** - Open IE ->Menu Bar -> Tools-> Compatibility View Settings -> Add website in compatibility view ->Select below option only "Display Intranet Sites in Compatibility View". Don't Close IE. And open the website.

New DSC Purchase & Renewal L: 079 – 66743289/ 66743300 / 200

Email Id :	dscsupport@ncode.in
	dscsales@ncode.in

DSC Support Toll Free Number: 1800 - 419 – 4455

(n)Procure Bidding Manuals : https://www.nprocure.com/html/umannuals_vendor.asp

**Managing Director,
GMRC, Gandhinagar**