



“TENDER FOR LOADING, UNLOADING, TRANSPORTATION AND STACKING OF UIC - 60/60 E1, 1080 GRADE HH RAIL (18 M LONG) FROM MANUFACTURER’S PLANT TO AHMEDABAD / GANDHINAGAR DEPOT AND SURAT DEPOT OF GUJARAT METRO RAIL CORPORATION LIMITED”

TENDER NO.: GMRC/HH RAIL/TRANSPORTATION/PH-1&2/2023

VOLUME – I

Notice Inviting Tender (NIT)

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

TENDER NOTIFICATION No: GMRC/HH RAIL/TRANSPORTATION/PH-1&2/2023 Date: 10-03-2023

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

Tender Name	Tender Fees
"Tender for Loading, Unloading, Transportation and Stacking of UIC-60/60 E1, 1080 Grade HH Rail (18 M Long) from Manufacturer's Plant to Ahmedabad / Gandhinagar Depot and Surat Depot of Gujarat Metro Rail Corporation Limited"	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 10-04-2023.

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

NOTICE INVITING TENDER**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

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, TENDER FOR LOADING, UNLOADING, TRANSPORTATION AND STACKING OF UIC-60/60 E1, 1080 GRADE HH RAIL (18 M LONG) FROM MANUFACTURER'S PLANT TO AHMEDABAD / GANDHINAGAR DEPOT AND SURAT DEPOT OF GUJARAT METRO RAIL CORPORATION LIMITED.

1.1.2 Key details :

The details of the tenders are as follows:

(a) Tender No.	GMRC/HH RAIL/TRANSPORTATION/PH-I&II/2023
(b) Name of Work	Tender for Loading, Unloading, Transportation and Stacking of UIC-60/60 E1, 1080 Grade HH Rail (18 M Long) from Manufacturer's Plant to Ahmedabad / Gandhinagar Depot and Surat Depot of Gujarat Metro Rail Corporation Limited
(c) Place of Loading (i.e. Manufacturer's Plant)	M/s. Jindal Steel & Power Ltd., at Raigarh, Chattishgarh
(d) Place of Unloading and Stacking	(a) 9116 MT of Rail at GMRC, Ahmedabad / Gandhinagar Depot and (b) 13092 MT at GMRC, Surat Depot Loading, Unloading, Transportation and Stacking of Rail in Close co-ordination with GMRC and Manufacturer
(e) Approximate cost of work	INR 22.40 Crore (Excl. all tax)
(f) Completion Period of work	09 Months
(g) Tender documents on sale / download of Tender Documents	From 10-03-2023 to 10-04-2023 (up to 15:00 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.
(h) * 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) (Copy of GST registration no. to be provided along with Tender fee)

(i) *Tender Security (Refundable)	<p>INR 22.40 lakh as Bank-Guarantee/Demand Draft/ Fixed Deposit/ Banker's Cheque</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>
(j) Last date of submission of queries/ Clarification from Tenderers	<p>20-03-2023 up to 17:00 hrs.</p> <ul style="list-style-type: none"> • Queries/clarifications from bidders after due date and time shall not be acknowledged. • The interested applicants can send their queries through E-mail to snehal.shah@gujaratmetrorail.com <p>The bidder shall submit their queries to above mentioned mail id in excel/word format.</p>
(k) Pre- bid Meeting to be held through online on webex portal	<p>21-03-2023 up to 11:30 hrs.</p> <p>Interested bidder for participating in prebid meeting may send their request through email to snehal.shah@gujaratmetrorail.com.</p>
(l) Last date and time of submission of Tender (Online and Physically)	<p>10-04-2023, 15:00 Hrs.</p> <ul style="list-style-type: none"> • Financial Bid is to be filled up on the online portal https://gmrc.nprocure.com as mentioned in financial bid submission • Technical Bid is to be submitted physically at the address mentioned below & is also to be uploaded online at https://gmrc.nprocure.com
(m) Opening of Technical Bid and Tender Guarantee	<p>On the last day of submission of Filled-In Technical Bid (as mentioned above) at 15:30 hrs.</p>
(n) Date and Time of opening of online Financial bid	<p>Will be intimated later to technically qualified bidders through e-mail/ phone.</p>
(o) Venue of physical submission of Tender fees, Bid Security and Technical Bid	<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>

(p) Tender Validity	180 days from the last day of submission of tender
(q) Tender Security Validity	(180+60) 240 days from the last day of submission of tender
(r) Performance Security/ Security Deposit	3% of accepted value of work (LOA)

*As per MSME Act 2012 and amendment thereof, the firm registered under MSME / NSIC (i.e. National Small Industries Corporation) are exempted in submission of Tender Fees and Tender Security subject to submission of valid registration certificate under appropriate category of works as applicable on the date of tender submission

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 either in a single entity or 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. 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 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 or implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv. A firm, can submit the tender either as individual firm or in joint venture/Consortium.

However, the lead partner in case of JV shall be one who has experience of similar work as mentioned in clause 1.1.3.2 A of NIT.

- 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 Works awarded by GMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and also for all the completed 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 month (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 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 tenderers will be rejected besides taking further action as per Clause 4.33.1(b), (c) & 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. The lead partner in case of JV/Consortium, shall be one who has experience of executing at least one "similar work" of inland transportation of 6,662 MT or more similar nature as defined in clause 1.1.3.2 A of NIT.
- (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. However, in this tender for transportation works, a JV/Consortium to qualify, each of its partner (including non-substantial partners) must have experience of executing at least one transportation Work of Rail of minimum 4,442 MT in last 07 years. The tenderer shall submit details of above works in the Performa of Appendix – 17 & 17A of FOT etc. as per Notes b), c), d) & g) of Clause 1.1.3.2.A of NIT.
- (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. (a) Tenderer (including any member in case of JV/consortium) has not been put on defaulter's list of EPF/ESI/GST/Labour Dept. etc during the last three years (from the last day of the previous month of tender submission).The tenderer should submit undertaking to this effect in the Appendix-27 of Form of Tender.
- (b) Tenderer (including any member in case of JV/consortium) should not be involved in any illegal activity and/or has not been charge sheeted for any criminal act during last three years (from the last day of the previous month of tender submission). The tenderer should submit undertaking to this effect in the Appendix-27 of Form of Tender.
- (c) 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 foreclosed or scope under that contract is reduced by GMRC after award during last three 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-27 of Form of Tender.
- (d) 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).
- (e) 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:

Only 'Class-I local supplier' and 'Class-II local Supplier', as defined below, are eligible to participate for the subject tender.

a) Definitions:

- i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, 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.

- ii. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). Minimum local content for 'Class-I local supplier' shall be 90% for the subject tender.
- iii. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- iv. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% for the subject tender, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by DPIIT.
- v. '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.
- vi. 'Margin of purchase preference' means the maximum extent to which the price quoted by a class- I local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be **20%** 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 a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I 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 Class-I 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 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I 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 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

d) Minimum local content and verification of local content:

- i. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self- certification that the item offered meets the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also 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 class-I local supplier/ class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) 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 uploaded along with the technical bid. In case, bidder do not upload/submit Appendix-23 and Appendix-24 of FOT duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except Global tender enquiries in terms of Clause 3(b) of Order No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

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.

x. Bidder from a country, which shares a land border with India

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e. Department for Promotion of Industry and Internal Trade – DPIIT). The detail circular may be referred on this website : <https://doe.gov.in/procurement-policy-divisions>.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- (a). An entity incorporated, established or registered in such a country; or
- (b). A subsidiary of an entity incorporated, established or registered in such a country; or
- (c). An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d). An entity whose beneficial owner is situated in such a country; or
- (e). An Indian (or other) agent of such an entity; or
- (f). A natural person who is a citizen of such a country; or
- (g). A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or

2. Voting agreements;

In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

1.1.3.2 Minimum Eligibility Criteria:

- A. **Work Experience:** The Tenderers will be qualified only if they have successfully completed the work of inland transportation during last ten years period ending last day of the month

previous to the month of tender submission as given below:

- i. One *similar completed work of inland transportation of 13,325 MT or more
OR
- ii. Two *similar completed work each of inland transportation of 8,883 MT or more
OR
- iii. Three *similar completed work each of inland transportation of 6,662 MT or more

****Similar work shall mean “inland transportation” of 18 mts. long rail for Railway / Metro / High Speed / Semi High Speed / Highway / Roads / Various Construction Projects in India***

If the tenderer is a JV/Consortium having foreign partner(s) and above work(s) have been executed by the foreign partner of JV/Consortium and the work(s) were done in the country of the foreign partner, then in addition to this the foreign partner must have executed Inland transportation works (which need not be similar in nature) of 8,883 MT or more or more outside the country of the foreign partner

B. HOLDING OF TRAILERS and CRANES

- (i) The agency should be owner of at least 10 nos. of trailers fit for loading 18 meters or more for the carriage of cargo. The agency is required to submit the copies of valid registration papers establishing the ownership of these trailers in the name of the tenderer.
- (ii) The agency should be owner of at least two nos. of cranes (12 MT capacities or more, 2nd Generation), one for the loading at Raigarh, Chattishgarh and one for unloading and stacking at GMRC, Ahmedabad / Gandhinagar Depot and GMRC, Surat Depot.

In case the agency is not an owner of the trailers & cranes and the agency intends to execute the works in the subject tender in association with agency / agencies having the above trailers / cranes, an agreement between the Contractor and associate agency/ies regarding providing the above machineries, specifically for the work in the subject tender shall be enclosed with the tender. However, it is made clear that the agency submitting the tender only, on award of contract shall solely be accountable & responsible to GMRC in terms of Contract. Therefore, beside the said agreement, the agency shall give an unconditional & irrevocable undertaking that he shall be solely responsible for the whole of the works including for the works undertaken by its associates. (Refer Appendix – 17B)

Notes:

1. The tenderer shall submit details of work executed by them in the prescribed format as

per Appendix-17 for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from the client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be uploaded. In case work is executed for private client documentary proof such as copy of work order, Bill of quantities, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be submitted.

2. Value of successfully completed portion of any ongoing work up to last day of previous month of tender submission will also be considered for qualification of work experience criteria provided at least 70% of the Contract value of work / 70% of total MT of transportation of rail 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 last day of previous 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. 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. This is to be substantiated with documentary evidence.
5. If the above work(s) comprise(s) other works also, then client's certificate clearly indicating the amount of work done in respect of the "qualifying work" shall be furnished by the tenderer in support of work experience along-with their tender submissions.

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

- (i) **T1 - Liquidity:** Not Used
- (ii) **T2 - Profitability:** Not Used
- (iii) **T3 - Net Worth:** Not Used
- (iv) **T4 - Annual Turnover:** The average annual turnover from works of last three financial years should be \geq **INR 6.72 Cr.**

The average annual turnover of JV 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 will be

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

Notes :

- Financial data for latest last three 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 original. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.
- 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 Works executed in any one year during the last three 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 previous month of tender submission) and on-going works to be completed during period of 09 months w.e.f. from the first day of the month of tender submission.

Notes:

- 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.
- Value of existing commitments for on-going Works during period of **09 months** w.e.f. issuance of LOA 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.
- 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 %age participation is not mentioned then equal participation will be assumed.

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

Suppose there are 'P' and 'Q' members of the JV / group with their participation in the JV / 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 / group shall be as under:

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

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 The Tender documents consist of:

Volume 1

- Notice Inviting Tender (NIT)
- Instructions to Tenderer (ITT) including annexures
- Form of Tender (FOT) including appendices

Volume 2

- General Conditions of Contract (GCC)
- Special Condition of Contract (SCC)
- Scope of Work/ Technical Specifications
 - Conditions of Contract on Safety, Health & Environment

Volume 3

- Bill of Quantities

1.1.5 The Tenderers 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 4.0** 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 both physical and online form. 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 submitted in 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 any delay and/or 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