

NOTICE INVITING TENDER (NIT)

1.1. Name of Bid

- 1.1.1 Gujarat Metro Rail Corporation (GMRC) Ltd. invites bids through e-Tender cum auction bidding process for selection of a suitable highest bidder to grant the license for ***“Exclusive Train Wrapping & Advertisement Rights for Metro Trains running on East-West (EW) Corridor of GMRC Metro Network for period of three years”*** as per Annexure - 1 of Tender document (i.e. Details of offered Trains and Space available for Wrapping & Advertisement inside & Outside Metro Train).
- 1.1.2 E-Tender Cum Auction is a combination of electronic Tender followed by Auction (Forward Auction). The Forward Auction as the case may be, will be conducted after Opening of Price / Financial Bids.
- 1.1.3 GMRC shall receive Bids pursuant to this ‘Tender document / RFP’, in accordance with the terms & conditions set forth herein and as modified, altered, amended and clarified from time to time by GMRC. Bidders shall submit bids in accordance with such terms & conditions on or before the last date specified in this document for this purpose. The Bidders are advised to visit the site/stations and familiarise themselves with the proposed arrangements and all activities, necessary in this regard. All site/stations/trains are being tendered on “as is where is basis” and the Bidders should acquaint themselves of all the commercials and physical characteristics of the site/stations, as it would be deemed that the Bidders have satisfied themselves in respect of the same.

1.2. (a) Key Details

(a) Tender No.	GMRC/O&M/PD/TRAIN WRAPPING/01/2025 Licensing of Exclusive Train Wrapping & Advertisement Rights for Metro Trains running on East-West (EW) Corridor of GMRC Metro Network for period of three years for period of three years
(b) Tender type	e-Tender cum Auction
(c) Tenure	3 Years, it can be further extendable for 2 years at discretion of GMRC
(d) Tender Fee (Non-Refundable)	Rs. 25,000/- (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)
(e) Tender Security/EMD	Rs. 10,00,000/- as Bank-Guarantee (BG)/Demand Draft (DD)/Fixed Deposit (FD)/ Banker's Cheque
(f) Period of Sale/Download of Tender Document	From 19-11-2025 to 20-12-2025 (up to 15:00 hrs) on e-tendering website https://tender.nprocure.com . Tender document can only be obtained online after registration of tenderer on the website https://tender.nprocure.com . For further information in this regard bidders are advised to Contact No. +91 79 23248572, Extension 527
(g) Last date of submission of queries / clarification from Tenderers	27-11-2025 up to 17:00 hrs. <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. The Link will be shared on 27-11-2025 for participation in the Prebid meeting. <p>The bidder shall submit their queries to above mentioned mail id.</p>
(h) Pre- bid Meeting to be held through Video Conferencing / online on	28-11-2025, 1130 Hrs
(i) Last date and time of submission of E - Tender	20-12-2025, 15:00 Hrs. <ul style="list-style-type: none"> • Financial Bid is to be filled up on the online portal https://tender.nprocure.com as mentioned in financial bid submission • Technical Bid is to be submitted physically in printed at the address mentioned below & is also to be uploaded online https://tender.nprocure.com.
(j) Opening of Technical Bid and Tender Guarantee	On the last day of submission of Filled-In Technical Bid (as mentioned above) at 15:30 hrs.
(k) Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone.
(l) Venue of physical submission of Tender fees, Bid Security and	I/C - General Manager (Contract) Gujarat Metro Rail Corporation (GMRC) Limited Block No. 1, First Floor, Karmayogi Bhavan,

Technical Bid	Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India
(m) Validity of Bids	180 Days from Last Date of submission of Bid
(n) Date of e-auction	On same day of the opening of Price Bid [The e-auction will be conducted with top three highest quoted bidders (i.e. H1 to H3) on https://e-auction.nprocure.com/ portal]
(o) Registration on E-Auction Platform during the tender period	https://e-auction.nprocure.com/
(p) Selection Process	Post Technical Evaluation, the bidder quoted the highest bid in price bid / auction stage will be considered for award of work / grant License as per Annexure – 1.
(q) GMRC Account Details (Only for issuance / preparation of Bank Guarantee for tender security)	Name: Gujarat Metro Rail Corporation (GMRC) Limited Bank Name: State Bank of India Account No.31750803151 IFSC Code: SBIN00001355 SFMS/SWIFT : SBININBB255

1.2. (b) Schedule of various stages : The Selected Bidder shall have to follow the following timelines:

Stage of Activity	Time Period
1. Acknowledgement of Letter of Award issued by GMRC of its receipt by signing and returning its duplicate copy to GMRC	Within 7 (seven) days of issuance of Letter of Award.
2. Deposition of Interest Free Security Deposit to GMRC	Amount equivalent to half yearly Annual License Fees, to be submitted within 21 days of issuance of LOA by the GMRC
3. Payment of License Fees (for first six months) to GMRC by Licensee.	Within 25 days of issuance of LOA by the GMRC.
4. Signing of License Agreement (only after deposition of Interest Free Security Deposit & License Fees for first six months)	Within 30 days of issuance of LOA
5. Commencement of License Agreement	From the date of signing of license agreement.
6. Fitment Period	Shall commence from the date of signing of license agreement.
7. Commencement of License Tenure	From completion of Rent-free fitment period

1.3. Qualification Criteria

1.3.1 Eligible Applicants

- i. The tenders for this contract will be considered only from those bidders (proprietorship firms, partnerships firms, companies, Limited Liability Partnership firm, corporations, consortia or joint ventures) registered in India and who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 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 bidder shall submit only one bid in the same tendering process, either individually as a bidder or as a partner of a JV. A bidder who submits or participates in, more than one bid will cause all of the proposals in which the bidder has participated to be disqualified. No bidder can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. A bidder, 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. GMRC/ any other Metro Organization (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) or with/ of its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per NIT clause 1.3.2 (v to ix) as on the date of tender submission during last 3 years. The tenderer should submit undertaking to this effect in Bid Form-IV of Form of Bid.
- v. In the last 3 (three) years, a Bidder or its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per NIT clause 1.3.2 (v to ix) should have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial

authority or a judicial pronouncement against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for Breach by such Bidder.

The Bidder or its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per NIT clause 1.3.2 (v to ix) must not have been in a situation in which a criminal complaint has been lodged and the charges are upheld by the Court of Law.

- vi. Bidder (any member in case of JV/consortium) or its holding or subsidiary companies in case their financials are resorted to for the purpose of evaluation of eligibility as per NIT clause 1.3.2 (v to ix) must not have suffered bankruptcy/insolvency during the last 5 years. The bidder should submit undertaking to this effect in Bid Form- VI of Form of Bid.
- vii. In case, at a subsequent date, the successful bidder/licensee is found to have submit undertakings in Bid Form-IV & VI in contrary to the actual facts, GMRC shall be at liberty to and have full rights to cancel the allotment of license for ***“Exclusive Train Wrapping & Advertisement Rights for Metro Trains running on East-West (EW) Corridor of GMRC Metro Network for period of three years”*** and forfeit all the payments made by the licensee including the Interest Free Security Deposit after adjusting any dues payable by the successful bidder/ licensee.
- viii. Bidder/ SPV (either as single entity or as a member of JV/ Consortium or SPV of JV/Consortium/Single Entity) having any existing lease/ license agreement of GMRC property(ies), will be considered ineligible to participate in the bid if as on last date of submission of this tender the lessee/licensee:
 - a) Has any dues pending for more than 90 days.
 - b) Has any case wherein leased/licensed space/premises have not yet been vacated after completion of the tenure of the lease including grace period (if any provided) or after pre-mature termination/surrender of lease.
 - c) Has any case wherein possession of any licensed/lease space/premises has not yet been taken over by them due to reasons attributable to them.
 - d) Has an unresolved case of non-vacation of encroached area including encroachment of common areas/circulating area or any other space which has not been licensed to them even after a notice has been issued to vacate.
 - e) Has not opened the escrow account for the license/lease agreement(s) of GMRC in which there is a provision of opening of escrow account.

- f) Has not ensured that sub-lessees are making all the payments whatsoever through escrow account and does not remit all GMRC dues through said Escrow account, if escrow account is opened.
- g) If GMRC's existing lessee/licensee/concessionaire for some other space licensed/leased/concessioned out by GMRC, and the bidder is required to submit the details by duly filling up (Bid Form- XIV & XV). In case the bidder is not an existing lessee/licensee/concessionaire of GMRC, the fact shall be clearly stated in the concerned Bid Forms.
- ix. If there is any misrepresentation of facts by the bidder in their bid submission, the same will be considered as "fraudulent practice" and the bid submission of such bidders will be summarily rejected and also further action shall be taken as per terms of contract or other applicable laws/rules.
- x. The Bidder is required to submit details as per Bid Form-XVI of RFP, for refund of Tender Security.
- xi. LEAD PARTNER/ NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM**
 - a) Lead partner must have a minimum of 51% 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 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) Minimum percentage stake of any member in JV/ Consortium during license period (including lock-in period) shall not be less than 15%.
 - e) 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 Bid Form: II of Form of Bid, 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 GMRC) from the one given in JV agreement/MOU at tender stage, shall be treated as Material Breach of Contract and Licensee's Event of Default entitling GMRC to encash Security Deposit/ Performance Security and/ or to terminate the License Agreement after 90 days' notice.
- xii. Bidder from a country, which shares a land border with India**
 - a) 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>.

- b) "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 herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- c) "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - aa) An entity incorporated, established or registered in such a country; or
 - bb) A subsidiary of an entity incorporated, established or registered in such a country; or
 - cc) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - dd) An entity whose beneficial owner is situated in such a country; or
 - ee) An Indian (or other) agent of such an entity; or
 - ff) A natural person who is a citizen of such a country; or
 - gg) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- d) The beneficial owner for the purpose of (c) 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-

 - aa) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - bb) "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 shareholder's 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.
- e) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- f) 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.

1.3.2 Minimum Eligibility Criteria

- i. **Average Annual Turnover:** The average annual turnover of bidder from all sectors of Advertisement business for last three financial years (FY 2022-23, 2023-24 & 2024-25) should be **≥ INR 4.00 crore**.
- ii. **Net-Worth:** Net worth should be positive in last financial year (i.e. 2024-25). (In case of JV, both constituents shall meet the criteria). In case, audited balance sheet of the last financial year (2024-25) is not made available by the bidder, then the affidavit will required to submit in line with Clause / Para (iv) as below and the audited data of previous financial year 2023-24 will be considered for evaluation.
- iii. Average Annual Turnover of JV will be based on percentage participation of each member.

Example: Let Member-1 & Member-2 is bidding in JV.

➤ Member-1

- Percentage participation = M
- Average Annual Turnover for Last Three Financial Years = A
- Net-Worth as on closing date of last financial year = P

➤ Member-2

- Percentage participation = N
- Average Annual Turnover for Last Three Financial Years = B
- Net-Worth as on closing date of last financial year = Q

$$\text{Average Annual Turnover of JV} = \frac{AM + BN}{100}$$

$$\text{Net – Worth of JV} = \frac{PM + QN}{100}$$

- iv. Financial data for latest last three audited financial years has to be submitted by the tenderer in **Bid Form-III of FOT** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp, UDIN no. and signature in original. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an undertaking certifying that ‘the balance sheet has actually not been audited so far’ in Bid Form-V. In such a case the financial data of previous ‘2’ 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 may be considered as non-responsive. In case of mismatch in financial data in the submitted documents i. e. in the Statutory Auditor/ chartered accountant’s certified documents and data in Audited Balance Sheet and Profit and Loss account, the data from audited balance sheets and Profit and Loss account shall prevail.
- v. For the purpose of the above said eligibility criteria, turnover of the bidding entities including holding companies and or other group subsidiaries companies engaged in advertisement business and controlled by the same holding company, whether Indian or foreign would be considered.
- vi. If the bidder fulfils the eligibility criteria on account of the holding company or subsidiary company and not on its own capability, the bidder has to submit an additional Interest Free Security Deposit equivalent to twelve (12) months of licensee fee in the form of Bank Guarantee/ Demand Draft/ RTGS/ NEFT/ IMPS. This will be in addition to the regular Interest Free Security Deposit required as per contract conditions as per clause 3.4.1 of RFP.
- vii. In all such cases where the bidder submits the financials of its holding or other group subsidiary company for the purpose of evaluation of eligibility, the concerned holding company and/ or subsidiary company shall also submit a letter of consent/ undertaking for such submission of financial data for evaluation purpose and acceptance of terms and conditions of the bid document as per the prescribed format (Bid Form-XIII).
- viii. Bidders who opt to include and submit the turnover of its controlling company and or other group subsidiaries companies, controlled by the same holding company and which are also engaged in advertisement business for the purpose of evaluation of eligibility, they shall also submit explicit documentary evidence of controlling interest between the holding companies and its other group subsidiary companies engaged in

advertisement business whose financials are submitted. The bidder must be an Indian entity, however the holding company or its group subsidiary company engaged in advertisement business and whose financial are included for evaluation of eligibility may be incorporated overseas.

- ix. In case the successful bidder (H1) fails to accept the terms and conditions of the LOA and/ or fails to make due payments, then such Bidder and/ or their holding companies and/ or other subsidiaries engaged in and conducting advertisement business and controlled by the same holding company and where such financials are resorted to and submitted for the purpose of evaluation of eligibility shall be dealt as per relevant clause 4.24- i.e. “Banning Procedure” of this tender document. The decision of GMRC in such case shall be final.

1.3.3 Tender Document Consists of,

- Notice Inviting Tender (NIT)
- Instructions to Tenderer (ITT)
- Objectives & Scope of License
- General Terms & Conditions
- Bid Forms (I to XX)
- Annexure-1: Details on Space available on Interior & Exterior of Train for Wrapping & Advertisement
- Annexure-2: Factors governing Selection of Permissible Advertisements
- Draft License Agreement

The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of **I/C GM - Contract, 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.

- 1.3.4 The intending tenderers must be registered on e-tendering portal **<https://tender.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.
- 1.3.5 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://tender.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 Clause 4.3

- 1.3.6 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 form and (b) Financial Bid is to be submitted in online form on e-tendering website **<https://tender.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. Non submission of any one of the above submissions shall be considered as non-responsive and liable to be summarily rejected.
- 1.3.7 The Cost of Tender Document and Tender Security/ EMD has to be submitted the office of I/C GM –Contract. It can be submitted in the mode of Bank Guarantee / Demand Draft / Pay Order / Bank Draft / Fixed Deposit Receipt (FDR) / Banker's Cheque., by specified date and time i.e., before the last date & time of submission of bid as per NIT Clause 1.2 failing which the offer/ bid of such bidder shall be rejected considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender fees/tender security.
- 1.3.8 The bidder will be required to upload scanned copy of Bank Guarantee / Demand Draft / Pay Order / Bank Draft / Fixed Deposit Receipt (FDR) / Banker's Cheque as the case may be in online bid submission on n procurement portal (i.e. <https://tender.nprocure.com/>).. Original copies of Tender fee and Tender Security shall be submitted along-with Tender Submission as mentioned in ITT Clause 4.3.4
- 1.3.9 The payment of the tender fees/security is acceptable from bidder's account only. However, in case of JV/Consortium, the tender fees/security can be either paid from JV/Consortium account or one of the constituent member of JV/Consortium. 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.
- 1.3.10 Bidders are expected to carry out extensive survey of GMRC premises/ stations and analysis at their own cost, before submitting their respective bids for participating in the above said tender. GMRC shall provide necessary

permission and assistance to the prospective bidders in this regard.

- 1.3.11 The Bid submissions must be made online after uploading the mandatory scanned documents towards cost of Tender Document, Tender Security/EMD, and other documents as stated in Tender document.
- 1.3.12 All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/ space should be there in the name of uploaded file.
- 1.3.13 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.
- 1.3.14 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.
- 1.3.15 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.
- 1.3.16 Bidders are advised to keep in touch with e-tendering portal <https://tender.nprocure.com> and GMRC's website www.gujaratmetrorail.com for any updates, Addendum, Clarification, etc.
- 1.3.17 Our Contract person for this tender is I/C GM- Contract with mail-ID snehal.shah@gujaratmetrorail.com, Telephone +91 79 23248572, Extension 527.

1.3.18 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 : 7359 021 663

Operating System & System Requirements:-

Computer: Win 8.1 or higher

Java Runtime Environment (JRE): Ver 1.8 and above

Full Administrative Rights: For Network/ Corporate User

PKI Component: 32 Bit /64 Bit Supported Browser: Google Chrome/ Microsoft Edge/

Mozilla Firefox (Preferably Latest Version) Internet Connection: Preferably High Speed

Digital Signature Certificate Legally valid class 3.

For purchase of new DSC & Renewal, contact details are mentioned below:

Landline phone	+91-79-66743289/ 66743300 / 200
Email Id:	dscsupport@ncode.in
	dscsales@ncode.in
DSC Support Toll Free Number	7359-021-663
(n) Procure Bidding Manuals	https://www.nprocure.com/html/umaterials_vendor.asp