



Gujarat Metrorail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)

RFP no. GMRC/AFC - Consultant/Surat/Ph-1/2026

Date: 07-03-2026

Selection of Consultant for comprehensive cost–benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I



Issued by

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) Company Ltd.

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010, Gujarat, India, DigiPin: **3KL-CKM-CM77**

Corporate Identification No (CIN): U60200GJ2010SGC059407

Website: www.gujaratmetrorail.com

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Signature & Stamp of Bidder (Authorized Person from Bidder)

TABLE OF CONTENT

SN	Particular	Page no.
1	Section – I, NIT Notice Inviting Tender	5 to 9
2	Section – II, Instructions to Tenderer	10 to 23
3	Section – III, Criteria for Evaluation	24 to 29
4	Section – IV, Scope of Work / Terms of Reference	30 to 32
5	Section – V, Conditions of Contract	33 to 50
6	Section - VI, Technical and Financial Proposal	
	Appendix - 1 to 20, Technical Proposal	51 to 83
	Forms 1 & 2, Financial Proposal	84 to 86

Disclaimer

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Gujarat Metrorail Corporation (GMRC) Limited., or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP / Bid Document is not an agreement and is neither an offer nor invitation by the Gujarat Metrorail Corporation (GMRC) Limited to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Third Party Inspection works. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Gujarat Metrorail Corporation (GMRC) Limited, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Gujarat Metrorail Corporation (GMRC) Limited, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Gujarat Metrorail Corporation (GMRC) Limited., its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

Gujarat Metrorail Corporation (GMRC) Limited, also accepts no liability of any nature whether resulting from negligence or otherwise, however, caused arising from reliance of any Applicant upon the statements contained in this RFP.

Gujarat Metrorail Corporation (GMRC) Limited, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Gujarat Metrorail Corporation (GMRC) Limited, is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the inspection works and the Gujarat Metrorail Corporation (GMRC) Limited, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant / Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Gujarat Metrorail Corporation (GMRC) Limited, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Gujarat Metrorail Corporation (GMRC) Limited, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection / Bidding Process

Section – I, NOTICE INVITING TENDER



GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED

(A Joint Venture of Govt. of Gujarat and Govt. of India)
Block No.1, First Floor, KarmayogiBhavan, Behind NirmanBhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

TENDER NOTIFICATION No: GMRC/AFC - Consultant/Surat/Ph-1/2026

Date: 07-03-2026

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

Tender Name	Tender Fees
“Selection of Consultant for comprehensive cost-benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase - I”	INR 5000/-

Interested bidders are requested to visit <https://gmrc.nprocure.com> for eligibility criteria, applying/ downloading the tender document. The last date and time for Bid Submissions of Tender is 15:00 Hrs on **30-03-2026**.

Any alterations in Eligibility Criteria 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.

CGM (Telecom), GMRC

NOTICE INVITING TENDER
GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED.

(A 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) LIMITED [formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd] invites Open Tenders under single stage, two packet system from **Agencies**, who fulfil qualification criteria as stipulated in Minimum Eligibility Criteria, for the work, “**Selection of Consultant for comprehensive cost–benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I**”

1.1.2 Key details :

The details of the tenders are as follows:

A. Tender / RFP No.	GMRC/AFC - Consultant/Surat/Ph-1/2026
B. Name of Work	“Selection of Consultant for comprehensive cost–benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I”
C. Completion Period of work (Estimated time)	06 Months
D. Tender Fees (Non-refundable)	INR 5,000/- only inclusive of GST (Rupees: Five Thousand only) [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) LIMITED]
E. Tender Guarantee /EMD Amount	INR 1.00 Lakh as Bank-Guarantee/Demand Draft/ Fixed Deposit/ Banker’s Cheque 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
F. Last date of submission of queries/ Clarification from Tenderers	12-03-2026 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 participation details (i.e. Name, Mobile no., Email ID, Name of firm) through E-mail to

	snehal.shah@gujaratmetrorail.com . The link will be shared on 12-03-2026 for participation in the pre-bid meeting.
G. Pre-bid Meeting to be held through online	Date: 13-03-2026, 11:30 Hrs.
H. Last Date and time of submission of Tender online and physical form	Date: 30-03-2026, 15:00 Hrs. <ul style="list-style-type: none"> • Financial / Price Bid is to be filled up on the online portal https://gmrc.nprocure.com as mentioned in financial bid format • Technical Bid is to be submitted online as well as physically at the address mentioned below
I. Opening of Technical Bid (i.e. online and physical form)	On the last day of submission of Filled-In Technical Bid at 15:30 Hrs (IST)
J. Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ letter.
K. Evaluation	The agency / firm / consultant will be selected under Least Cost Selection (i.e. LCS) Basis
L. Venue of physical submission of Tender fees, Bid Security and Technical Bid	I/C GM -Contract GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED. (A 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
M. Tender validity	90 days from its submission date
N. Bid Security validity	90 + 30 = 120 days from the last date of submission of technical bid.
O. Performance Guarantee	5% of Contract Value
P. 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: SBIN0001355 SFMS/SWIFT : SBININBB255

*As per MSME Act 2012 and amendment thereof, any firms who are specifically registered for tendered stores as per specification of Tender Enquiry 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 as on the date of tender submission.

In case the bidder who has been exempted Tender Cost / Tender Security being Micro & Small Enterprises / NSIC (i.e. National Small Industries Corporation), and;

- (i) Withdraws his Tender during the period of Tender validity; or
- (ii) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
- (iii) refuses or neglects to execute the contract; or
- (iv) fails to furnish the required Performance security within the specified time,

The bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/ date of cancellation of LOA/ annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/ tender Security.

Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

Notes to Bidders:

- (1) The tenderer may download the tender document along with Addendum (if any) from (n)Procurement's site <https://tender.nprocure.com> and GMRC's Website www.gujaratmetrorail.com. The interested tenderer shall submit the same with tender submittal untampered, duly signed and stamped on each page.
- (2) Any alterations in Eligibility Criteria and terms of the Tender Document, or any amendment to the Tender Document, etc. will not be published in the newspapers but the same will be uploaded on (n)Procurement and GMRC website, as mentioned above.
- (3) The tenderers may obtain further information/clarification, if any, in respect of these tender documents from the office of Managing Director, [Attn: I/C- GM (Contract.)], Gujarat Metro Rail Corporation (GMRC) Limited, formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd., Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar – 382010, Gujarat, India, Gujarat. Contact No. 079-232-48572, Extension 527 email id: snehal.shah@gujaratmetrorail.com
- (4) The Tender Document comprises of following documents;
 - Section – I, Notice Inviting Tender
 - Section – II, Instructions to Tenderer
 - Section – III, Criteria for Evaluation
 - Section – IV, Scope of Work
 - Section – V, Conditions of Contract
 - Section – VI, Technical & Financial Proposal
- (5) 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.
- (6) GMRC also does not bind itself to accept the lowest rate. GMRC shall award of work after evaluation looking into feasibility, capacity and competency of the agency.
- (7) 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.
- (8) Our Contact person for this tender is I/C-GM (Contract.) with mail-ID snehal.shah@gujaratmetrorail.com Telephone +91 79 23248572, Extension 527
- (9) **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
403, 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: -

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

Section – II, Instructions to Tenderer

A. GENERAL

1.1 Scope of Proposal

1.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in Scope of Work. The term applicant (**the “Applicant”**) means the Sole Firm / Company as the case may be. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as individually (the “Sole Firm”) in response to this invitation.

1.1.2 Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the **GMRC** through the Selection Process specified in this tender. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the GMRC’s decisions are without any right of appeal whatsoever.

1.1.3 The Applicant shall submit its Proposal in the form and manner specified in this tender. The Technical proposal shall be submitted in the form (I.e. Appendixes 1 to 20) mentioned in Section -VI of Technical proposal and the Financial Proposal shall be submitted in the forms specified in Section - VI of Financial proposal (i.e. Form 1& 2) The submission of technical & financial proposal are mentioned as below;

(a) Technical Bid is to be submitted physically at the address mentioned below & is also to be uploaded online at <https://tender.nprocure.com/>.

(b) Financial Bid is to be filled up on the online portal <https://tender.nprocure.com/> as mentioned in financial bid submission. The format of submission of financial bid is mentioned in Section iv, The bidder may note that the financial bid is not to be submitted in physical mode.

Upon selection, the Applicant/Bidder shall be required to enter into an agreement with the GMRC in the form specified at Appendix-17

1.1.4 Deployment of Resources

A qualified resources / expert may be called at GMRC’s office for better coordination on requirement basis as & when required by GMRC. [Refer Section – III, Clause 2 (c)]

1.1.5 Other Support Personnel:

The key personnel of the Consultancy Team shall be further assisted by suitable contingent of support personnel/s. The support personnel/s will be deputed to station at GMRC’s office for necessary coordination with GMRC officials on requirement basis. The details of support personal will required to fill along with key personal in Appendix-9

1.2 Conditions of Eligibility of Applicants / Bidders

Refer Clause 1 & 2 of section -III, Criteria for Evaluation

1.3 The Applicant should submit a Power of Attorney (PoA) as per the format at Appendix-4; provided, however, that such Power of Attorney would not be required if the Application is signed as a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership. The authority to the person issuing the PoA shall be established through a copy of the

board resolution.

While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

- 1.4 Each Applicant, or any associate will be required to confirm and declare in the Tender submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that tender price will not include any such amount.
- 1.5 GMRC may, at its discretion, extend this date for the submission of tender by amending the Tender Documents, in which case all rights and obligations of GMRC and the Tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday by GMRC or happens to be non-working day for GMRC due to any reason, then the next official working day shall be deemed as the date for submission of tender.

1.6 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. The tenderer may note that participation in JV / Consortium permitted up to 3 firms only.

1.7 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the GMRC, Project site etc. The GMRC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

1.8 Acknowledgement by Applicant

1.8.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the tender;
- (b) received all relevant information requested from the GMRC;
- (c) acknowledged that it does not have a Conflict of Interest

1.9 The GMRC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the Selection Process, including any error or mistake therein or in any information or data given by the GMRC.

1.10 Right to reject any or all Proposals

1.10.1 Notwithstanding anything contained in this tender, the GMRC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without

assigning any reasons thereof.

1.10.2 Without prejudice to the generality of Clause 1.10.1, the **GMRC** reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the **GMRC**, the supplemental information sought by the **GMRC** for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the Applicant gets disqualified / rejected, then the **GMRC** reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the **GMRC**, including annulment of the Selection Process.

B. DOCUMENTS

1.11 Contents of the Tender Documents

1.11.1 This tender comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 1.13:

Section – I, Notice Inviting Tender

Section – II, Instructions to Tenderer

Section – III, Criteria for Evaluation

Section – IV, Scope of Work

Section – V, Conditions of Contract

Section – VI, Technical & Financial Proposal

FORMS	Name of forms
Appendix -1	Letter of Technical Proposal
Appendix -2	Undertaking
Appendix -2A	Undertaking
Appendix -3	General Information of the Tenderer.
Appendix -3A	Undertaking by JV/Consortium Members
Appendix -4	Power of Attorney
Appendix -5	Eligible Assignments of Applicant
Appendix -6	Financial Capacity of the Applicant
Appendix -7	Commitment for On-going Works/ Works in Hand
Appendix -8	Affidavit for Unaudited Balance Sheet
Appendix -9	Particulars of Key Personnel
Appendix -10	CV of key Personnel
Appendix -11	Proposed Methodology and Work Plan
Appendix -12	Undertaking for Downloaded Tender Document
Appendix -13	Undertaking for Encashment / Forfeiture of Tender Security
Appendix -14	Undertaking for land border clause
Appendix -15	Undertaking for DIPP
Appendix -16	Form of Bank Guarantee for Tender Security
Appendix -17	Contract Agreement
Appendix -18	Form of Bank Guarantee for Performance Security

Appendix -19	Litigation History
Appendix -20	Check List –for submission of Bid Physically & Online

1.12. Clarification

1.12.1 Not Used

1.12.2 The **GMRC** reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 1.10 shall be construed as obliging the **GMRC** to respond to any question or to provide any clarification.

1.13 Amendment

1.13.1 At any time prior to the deadline for submission of Proposal, the **GMRC** may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender document by the issuance of Addendum/ Amendment and intimate the same to bidder vide email / postal communication.

1.13.2 All such amendments will be binding on all Applicants.

1.13.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the **GMRC** may, in its sole discretion, extend the Proposal Due Dates.

C. PREPARATION AND SUBMISSION OF PROPOSAL

1.14 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this tender. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

1.15 Format and signing of Proposal

1.15.1 The Applicant shall provide all the information sought under this tender documents. The **GMRC** would evaluate only those Proposals that are received in the specified forms and complete in all respects.

The proposal is invited in single stage, two packet / bid system i.e. (a) Technical Bid (physical & online form) (b) Financial bid (online only). The Applicant shall prepare one original set clearly marked as "ORIGINAL", along with copy Documents, marked "COPY".

(a) Technical Bid (to be submitted in physical form & online) containing Envelope 1 to 3

Technical Bid shall be submitted in three separate Envelope duly completed in all respects. These three envelopes will be wrapped in an outer envelope addressed to designated officer, duly super scribing on top the Tender Notice No., Tender No., name of the work, time and date of submission. The envelope should also bear the name and address of the Tenderer.

Envelope – 1, should marked as “Tender Fee & EMD (Earnest Money Deposit) / Tender Guarantee”,

Envelope – 2, should marked as “Technical Bid” containing documents in terms of para 1.16 (i.e. Technical Proposal). The submissions in Envelope – 2 are to be given in spiral / binder book with index, page numbering.

Envelope – 3, should marked as “Tender Document” containing the unfilled copy of Tender Document signed and stamp as token of acceptance of all terms and conditions mentioned in tender document

Hence, the outermost envelope/package will contain three sealed inner envelopes.

The name of the Proforma / Envelope to be mentioned clearly in words Envelope – 1, Tender Fee and Guarantee”, Envelope – 2, “Technical Bid” and Envelope – 3 “Tender Document” as the case may be on the top of the respective Proforma / Envelope.

These three envelopes to be placed in a single cover clearly written on the top as “Selection of Consultant for comprehensive cost–benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I ” which should be submitted in physical form on or before the last date and time of tender submission. Late submission of tenders will not be accepted.

The Bid duly completed in all respects with the inscription as mentioned above should be submitted on or before the last date and time of submission to I/C - GM (Contract) at office address mentioned in the NIT, Key details.

Each and every page of these submission (i.e. Technical Bid, Envelope – 1 to 3) must be signed, stamped by the authorized person of the Agency / Tenderer / Consultant.

The outer one sealed envelope shall have to be sent at Gujarat Metro Rail Corporation (GMRC) Limited, Gandhinagar (as mentioned in Clause 1.1.2) on or before due date and time by RPAD / Speed Post/ Courier/ Hand delivery. No responsibility will be accepted by the Employer/Engineer for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

(b) Financial bid (to be submitted online only)

Financial Bid is not to be submitted in physical form as it has to be filled up on portal online at <https://tender.nprocure.com/>. Financial Bids of those bidders who qualify in the Technical evaluation as per the criteria laid down in the document shall only be opened online.

The tender form for the financial bid is prescribed in tender document as ‘Online financial proposal’.

- (c) The agency / applicant is advised to submit the proposals well before time. No claim whatsoever will be entertained if submissions are not received by due dates.
- (d) It shall be the responsibility of the applicant to ensure the mode of bid submission (i) Technical Bid in physical & online form and (ii) Financial Bid in online form only on e-tendering portal https://tender.nprocure.com before the deadline of bid submission. The bidder may note that the financial bid is not to be submitted in physical mode.

Non submission of any one of the above submissions shall be considered as non-responsive and liable to be summarily rejected. The submission date of online and physical submission is the same as mentioned in Clause 1.1.2 (E).

1.15.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this tender and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail. No modifications or alterations are permitted on tender document including all Annexures, Appendices and Forms.

1.15.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other change made on the printed/typed/written documents shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") of the Agency. The agency will be required to submit the PoA / BR in favor of their authorized representative as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership;
or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;
- (d) JV / Consortium not applicable

A copy of the Power of Attorney certified under the hands of a partner or director or competent authority of the Applicant and notarized by a notary public in the form specified in Appendix-4 shall accompany the Proposal.

1.15.4 Applicants should note the Bid Submission date, as specified in Clause 1.1.2, for submission of Bid. Except as specifically provided in this tender or in the matters related to confirmation of legal aspects, no supplementary material will be entertained by the **GMRC**, and that evaluation will be carried out only on the basis of documents received by the closing time of Bid Submission Date as specified in Clause 1.1.2, Key details of NIT. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the **GMRC** reserves the right to seek clarifications under and in accordance with the provisions of Clause 1.25.

1.16 Technical Proposal (Bid – 1)

1.16.1 Applicants shall submit the technical proposal in the form of Appendixes mentioned in Section -VI of tender document (the "**Technical Proposal**"). While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) Tender fee is provided
- b) The Bid Security (i.e., Tender Security / EMD) is provided;
- c) The Technical Proposal must be submitted in the formats provided at Section IV (i.e. Appendixes 1 to 20), along with all necessary attachments.
- d) Signed and Stamp Copy of Tender Document as token of acceptance of all terms and conditions
- e) CVs of all professional personnel have been included. The CVs have been recently signed and dated in blue ink by the respective Personnel / signed fax copy/ electronically signed and counter signed by the authorized representative with necessary attachments.
- f) General PoA / BR in favor of authorized signatory.

1.16.2 Failure to comply with the requirements spelt out in this Clause 1.16.1 shall make the Proposal liable to be rejected.

If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the GMRC for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

The Technical Proposal shall not include any financial information relating to the Financial Proposal.

1.16.3 : Not Applicable

1.16.4 The GMRC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the tender. Any such verification or the lack of such verification by the GMRC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the GMRC there under.

1.16.4 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender, be liable to be terminated, by a communication in writing by the GMRC without the GMRC being liable in any manner whatsoever to the Applicant or Agency, as the case may be.

In such an event, the GMRC shall forfeit and appropriate the Bid Security / Performance Security as mutually agreed pre-estimated compensation and damages payable to the GMRC for, *inter alia*, time, cost and effort of the GMRC, without prejudice to any other right or remedy that may be available to the GMRC.

1.17 Financial Proposal (Bid – 2)

1.17.1 Applicants shall submit the financial proposal on N Procurement portal only (<https://tender.nprocure.com/>). The format to be filled on N Procurement portal is given at Section -VI (the "**Financial Proposal**"). In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

1.17.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) The rates and prices are for completed and finished items of the Services and shall be complete in all respect. It shall include all the cost of supervision, personnel, materials, all kind of transportation (local or outside) involved in rendering this service, temporary works/services, tools & tackles, installation, maintenance, office set-up, mobilization, demobilization, boarding, lodging, accommodation of personnel, travel expenses of all kinds in domestic site visits, Inspection agency's profit and establishment/overheads, together with the preparation of reports, all general risks, insurance liabilities, compliance with Labour Law and any obligations set out or implied in the Contract.

- (ii) The Financial Proposal shall take into account all expenses, excluding tax liabilities in Bid Evaluation. For the avoidance of doubt, it is clarified that GST as applicable will be reimbursed. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

1.18 Submission of Technical Proposal

- 1.18.1 The Applicants shall submit the Technical Proposal in online form on N Procurement site (i.e. <https://tender.nprocure.com/>) as well as in physical form. The due date for submission of the proposal in online and physical form is same as mentioned in 1.1.2 Key Details.

The physical submission must be bound / spiral form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the **GMRC** and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the tender and the original tender issued by the **GMRC**, the latter shall prevail.

Further, There shall not be any change to technical bid submitted Online & Physical. In case of any discrepancy in submission of Technical Bid between physical and online form, the Technical Bid submitted online will prevail and will be considered for evaluation.

- 1.18.2 The Proposal shall be sealed in an outer envelope which will bear the address of the **GMRC**, Tender number, Consultancy name and the name and address of the Applicant. It shall bear on top, the following: "Do not open, except in presence of the Authorised Person of the **GMRC**" If the envelope is not sealed and marked as instructed above, the GMRC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
- 1.18.3 The Bid Submission details including EMD / Tender Guarantee and other submission to be made envelope wise are mentioned at para 1.15.1 (a).
- 1.18.4 The Proposal / Bid shall be printed / typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original the Proposal (i.e. Envelope - 1 & 2) must be numbered and initialed by the person or persons signing the Proposal.
- 1.18.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 1.18.6 The Proposal shall be made in the All Appendix specified in this Section-II Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 1.18.7 The rates quoted shall be firm throughout the period of performance of the assignment / period specified in tender and discharge of all obligations of the successful agency under the Agreement.

1.19 Proposal Due Date / Bid Submission Date

1.19.1 Proposal should be submitted on or before 3.00 PM / 1500 Hrs on the Proposal Due Date / Bid Submission Date specified at Clause 1.1.2, Key details at the address provided in Clause 1.8 in the manner and form as detailed in this tender. A receipt thereof should be obtained from the person specified therein.

1.19.2 The **GMRC** may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum / Amendment in accordance with Clause 1.13 uniformly for all Applicants.

1.20 Late Proposals

Proposals received by the **GMRC** after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

1.21 Modification/ substitution/ withdrawal of Proposals

1.21.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the **GMRC** prior to Proposal Due Date / Bid Submission date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date / Bid Submission date.

1.21.2 Deleted

1.21.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the **GMRC**, shall be disregarded.

1.22 Tender Fee and Bid Security

Tenderer shall submit with his Tender a tender fee in the form Demand Draft or Pay-Order of Rs.5000/- (Rupees: Five Thousand Only) Non-refundable in favour of "GMRC Limited" payable at Gandhinagar or Ahmedabad on or before the last date and time of submission.

1.22.1 The Tenderer shall submit with his Tender a Bid Security / Tender Security for the sum mentioned in Bid Document in any one of the following forms.

- (i) Irrevocable bank guarantee issued by a Scheduled Commercial bank based in India or from a branch in India of a scheduled foreign bank in the form given in Appendix -16.
- (ii) Demand Draft / Pay Order / Bank Draft in favor of "Gujarat Metro Rail Corporation (GMRC) Ltd" payable at Gandhinagar/Ahmedabad from a Scheduled Commercial bank based in India,
- (ii) Fixed Deposit Receipt (FDR) of a Scheduled Commercial bank / Post office based in India duly pledged in favour of "Gujarat Metro Rail Corporation (GMRC) Ltd".

The Tender Security shall remain valid for a period of 30 days beyond the tender validity period (i.e. 90+30=120 days) from the last date of submission of tender and with a provision that it shall be suitably extended on the request of **GMRC**. The tender security shall be submitted in a sealed envelope clearly marked on top "Tender Security for tender no. GMRC/AFC - Consultant/Surat/Ph-1/2026"

1.22.2 Any Bid not accompanied by the Bid Security shall be rejected by the **GMRC** and considered as nonresponsive.

1.22.3 The **GMRC** shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

1.22.4 The Applicant, by submitting its Application pursuant to this tender, shall be deemed to have acknowledged that without prejudice to the **GMRC's** any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the **GMRC** as the mutually agreed pre-estimated compensation and damage payable to the **GMRC** for, *inter alia*, the time, cost and effort of the **GMRC** in regard to the tender including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this tender and as extended by the Applicant from time to time;
- (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 1.26.1;
- (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 1.29 and 1.30 respectively; or fails to submit the performance bank guarantee
- (e) If the Applicant is found to have a Conflict of Interest as specified in Clause 1.1.1 (iii) of Section- III
- (f) If the applicant is found to have modified/alterd any clause(s) and/or condition(s) of tender, diluting the substance of the tender document.
- (g) If an Applicant engages in any of the Prohibited Practices specified in this tender

1.22.5 Performance Security

The successful bidder shall furnish a Performance Security, in the form of a bank guarantee or a demand draft, valid for a period of 6 months beyond the completion period respectively, from a scheduled bank in India, for an amount equivalent to 5% (Five percent) of the contract amount mentioned in the letter of Acceptance, subsequent to acceptance of LoA by the successful Applicant. The Performance Security shall be furnished to the Employer within 30 (Thirty) days of receipt of the Letter of Acceptance. The Applicant, by submitting its application pursuant to this tender, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the tender including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in this tender ; and
- (b) If the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

1.23 Evaluation of Proposals

1.23.1 The **GMRC** shall open the Technical at **15:30 hrs.** on the Proposal Due Date (specified for each in Clause 1.19), at the place specified in Clause 1.1.2 and in the presence of the Applicants who choose to attend.

1.23.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 1.21 of ITT shall not be opened.

1.23.3 Prior to evaluation of Proposals, the **GMRC** will determine whether each Proposal is responsive

to the requirements of the tender. The **GMRC** may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form (Appendix) specified at section-VI
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 1.19;
- (c) it is accompanied by the Bid Security as specified in Clause 1.22.1 and tender Processing fee.
- (d) it is signed, sealed, bound together in cover and marked as stipulated in Clauses 1.15 and 1.18;
- (e) it is accompanied by the Power of Attorney in original as specified in Clause 1.2.3;
- (f) it contains all the information (complete in all respects) as requested in the Tender document;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

1.23.4 The **GMRC** reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the **GMRC** in respect of such Proposals.

1.23.5 The **GMRC** shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1 & 2 and the criteria set out in Section 3 of this tender.

1.23.6 After the technical evaluation, the **GMRC** shall prepare a list of Technically qualified Applicants in terms of Section – III, Clause 1 & 2. The date, time and venue will be notified to all selected Applicants for opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The **GMRC** will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

1.23.7 Applicants are advised that Selection will be entirely at the discretion of the **GMRC**. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

1.23.8 Any information contained in the Proposal shall not in any way be construed as binding on the **GMRC**, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

1.24 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the **GMRC** in relation to matters arising out of, or concerning the Selection Process. The **GMRC** will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The **GMRC** may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the **GMRC**.

1.25 Clarifications

- 1.25.1 To facilitate evaluation of Proposals, the **GMRC** may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the GMRC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 1.25.2 If an Applicant does not provide clarifications sought under Clause 1.25.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the **GMRC** may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the **GMRC**.

E. APPOINTMENT OF AGENCY

1.26 Negotiations

- 1.26.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Agency under this tender, unless the bid price is substantially front loaded in the opinion of GMRC. Issues such as understanding of the tender, methodology and execution of work shall be discussed during negotiations.

1.27 Indemnity

The agency shall indemnify the **GMRC** for an amount 1 (one) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services provided as per TOR.

1.28 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued by the **GMRC** to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the issue of the LOA, sign and return copy of the LOA in acknowledgement thereof.

1.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period 30 days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

1.30 Commencement of assignment

The Consultant shall commence the Services from the issuance of LoA or as per the instruction of employer. If the Consultant fails to either sign the Agreement as specified in Clause 1.28 or commence the assignment as specified herein, the **GMRC** may invite the second ranked lowest evaluated Applicant for negotiations. In such an event, the Bid Security of the first ranked lowest evaluated Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 1.22.4.

1.31 Proprietary data

Subject to the provisions of Clause 1.24, all documents and other information provided by the **GMRC** or submitted by an Applicant to the **GMRC** shall remain or become the property of the **GMRC**. Applicants and the agency, as the case may be, are to treat all information as strictly confidential. The **GMRC** will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the agency to the **GMRC** in relation to the inspection work shall be the property of the **GMRC**.

2. FRAUD AND CORRUPT PRACTICES

- 2.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender, the **GMRC** shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the **GMRC** shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the **GMRC** for, *inter alia*, time, cost and effort of the **GMRC**, in regard to the tender, including consideration and evaluation of such Applicant's Proposal.
- 2.2 Without prejudice to the rights of the **GMRC** under Clause 2.1 hereinabove and the rights and remedies which the **GMRC** may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the **GMRC** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or tender issued by the **GMRC** during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the **GMRC** to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 2.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the **GMRC** who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the **GMRC**, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the **GMRC** in relation to any matter concerning the Project;
 - (b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the **GMRC** with the objective of canvassing, lobbying

or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3. PRE-PROPOSAL CONFERENCE

- 3.1 There is pre-proposal conference scheduled for the study. The interested Applicants can mail the queries to GMRC prior to conference.
- 3.2 The **GMRC** shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

4. MISCELLANEOUS

- 4.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 4.2 The applicant will not make or cause to be made any alteration, erasure or obliteration to the text of the tender, Form, Annexures, Schedule etc..
- 4.3 The **GMRC**, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information to support legal aspects;
 - (c) retain any information and/or evidence submitted to the **GMRC** by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 4.4 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the **GMRC**, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 4.5 All documents and other information supplied by the **GMRC** or submitted by an Applicant shall remain or become, as the case may be, the property of the **GMRC**. The **GMRC** will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential. The **GMRC** reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 4.6 **GMRC** reserve the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Section – III, Criteria for Evaluation

Consultants must read carefully the minimum conditions of eligibility provided herein. Bids of only those Bidders who satisfy the Conditions of Eligibility will be considered for further evaluation.

1. Eligibility of Applicants / Bidders

To be eligible for evaluation of its Bid / Proposal, the Bidder / Applicant shall fulfil the following:

(1.1) The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, LLP, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 2 of section-III. 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. Also, each member shall be individually responsible for its duties as specified in MOU/JV agreement submitted by the Bidder in terms of clause 1.6 of section III.

A non-Indian is permitted to tender only in a joint venture or consortium arrangement with firms that are registered or incorporated in India under the companies act. In such JV / Consortium, the Indian firm or Indian subsidiary shall have minimum 74% participation and Indian firm the Indian firm / Indian subsidiary to be lead member of JV / Consortium. This will be applicable in case of participation of non-Indian firm.

(1.2) 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.

(1.3) 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.

(1.4). 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.

(1.5). (a) GMRC/ any other Metro Organisation (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries / any Govt. Department 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-2A**, form of technical proposal.

(1.5). (b) The tenderer (each individual member separately in case of JV/Consortium) shall not have total amount of dispute in their pending litigation more than Fifty percent (50%) of the tenderer's net worth (each individual

member separately in case of JV/Consortium). The tenderer (each individual member separately in case of JV/Consortium) shall be examined for all pending litigation from all contracts completed or all ongoing contracts. The tenderer (each individual member separately in case of JV/Consortium) shall provide detailed information of all such pending litigations in the prescribed proforma given in **Appendix-19** of Form of Tender. The details of all pending litigation shall comprise of all pending arbitration cases and also all pending court cases irrespective of whether these litigations have been initiated by the tenderer against their employer/client or by the client/employer against the tenderer. The amount of disputes shall also comprise of all the claim amount and also all counter-claim amount in such arbitration/court cases.

(1.6) Lead Partner/ Non Substantial Partners/ Change in JV/Consortium

- a) Lead partner must have a minimum of 34% 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 minimum INR 23.01 Lacs or more of similar nature as defined in clause 2(a) of Section – III, Criteria for Evaluation in last 7 years. The maximum no of member in the JV / Consortium shall be limited to three.
- b) Each non-substantial partner should have a minimum 20% participation in the JV/Consortium. Partners having less than 26% participation will be termed as non-substantial partners 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 consultancy works, a JV/Consortium to qualify, each of its partner (including non-substantial partners) must have experience of executing at least one consultancy work of minimum INR 11.50 Lacs or more in last 07 years. The tenderer shall submit details of above works in the Performa of Appendix – 5, form of technical proposal of Clause 2.0. of Section – III, Criteria for Evaluation
- 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-5 , providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/ non-substantive partner of JV/Consortium in favor 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 clause 2 of Section II & Clause 2.9 of Section v and acted accordingly.

Note: The MOU / JV agreement may stipulate mandatory information to be provided. However, bidder can include additional details/arrangements finalized between the members in this MOU provided these additional details/arrangements should not be in contravention of Employer's interest as per terms and conditions of Contract. Bidder may further note that no separate MOU/JV agreement should be executed for the sake of working arrangement amongst the partners other than the MOU/JV agreement accepted by the Employer.

In case, it comes to notice of GMRC either during or even after completion of Work that JV/ Consortium members have either altered / modified the MOU / JV agreement w.r.t. to the MOU submitted at tendering stage or entered a separate MOU/agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under clause 2 of Section II of this tender for which every constituent of the JV/Consortia is liable to be debarred for a period up to three years along with such other legal actions as may be permissible under the law. The JV/Consortium members shall submit undertaking to this effect in Appendix-3A, form of technical

proposal

(1.7) 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 percent 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 / consultant from a country which shares a land border with India unless such consultant is registered with the Competent Authority.

The tendered is required to submit necessary supporting documents with respect to eligibility of above mentioned criteria in their submission under separate head. The supporting document must be furnished for all the assignments showcased such as duly signed work order/ agreement/ certificates received from the clients establishing the provision of consulting services, wherever it is applicable.

(1.8) Purchase Preference to Local Suppliers / Preference to Make In India:

The tenderer will follow the "Public Procurement (Preference to Make in India), Order 2017" as per office order No. P-45021/2/2017-B.E.-II dated 15 June 2017 as revised vide orders dated 4 June 2020, 16 September 2020 and any other order thereof issued time to time by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Govt. of India,

Any other instruction(s) or order(s) issued by Government in this regard shall be complied with by the tenderer. The Consultant shall also abide by any applicable order(s) or instruction(s) issued by Government of India for compliance in this regard. The minimum local content for this tender is 50%. An undertaking (Appendix - 15) of technical proposal in this regard to be given by tenderer while submitting the bid.

2. The Technical Proposal

The technical proposal will be evaluated based on the following criteria (i.e. work experience, average annual turnover and team composition).

(a) **Work Experience:** The bidder should have successfully completed work during last seven years ending the last day of the month previous to the month of tender submission as given below:

(i) Should have executed *Similar work costing not less than **Rs. 40.27 Lakhs** in a single contract

OR

(ii) Should have executed *Similar work costing not less than **Rs. 25.17 Lakhs** in each of Two contracts.

OR

(iii) Should have executed *Similar work costing not less than **Rs. 20.12 Lakhs** in each of Three contracts.

***"Similar Works" for this contract shall be the work of providing AFC advisory consultancy services including transaction advisory for any Metro Rail Corporation in India.

- (b) **The Average Annual Turnover** of last 3 Financial Years (FY 2022-23, 2023-24 & 2024-25) of the bidder should be minimum. **INR 46.02 Lakh /- (Rupees: Forty Six Lakh Two thousand Only).** The Turnover should be certified by the Statutory Auditor/Chartered Accountant.

Notes:

(i) Value of successfully completed portion of any ongoing work up to last day of the month previous to the month of tender submission will also be considered for qualification of work experience criteria provided at least 70% of the Contract value of work is completed. That has been submitted by the consultant to client for further process and approval of competent authority / department. The documentary evidence / client's confirmation will be required to consider the work.

(ii) Financial data for latest last three audited financial years has to be submitted by the tenderer in Appendix-6 along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp bearing his membership number 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 Appendix-8. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation.

(ii) The Applicant should provide details of only those Projects / Experience certificate that have been undertaken by it under its own name.

(iii) For completed works, value of work done shall be updated to last day of the month previous to the month of tender submission price level assuming 10% inflation for Indian Rupees every year (As tabular below) and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender. For updation, the rate of inflation will be applied on compounding basis.

Year	Financial Year	Multiplying factor for Indian Rupees	Multiplying factor for foreign currency
Base year of inviting tender	2025-2026	1.00	1.00
-1	2024-2025	1.10	1.02
-2	2023-2024	1.21	1.04
-3	2022-2023	1.33	1.06
-4	2021-2022	1.46	1.08

(c) Team Composition and Expertise (Key Personnel):

The Applicant has to deploy a team comprising of the following Key Personnel / Experts. Hence, the Applicant shall provide details of the following Key Personnel for the subject work as per the respective Forms of **Appendix-9 & Appendix-10**

Position / Key Personnel	Educational Background & Experience
(i) Transaction Advisor	M.E / M. Tech./M. Planning or equivalent
	<ul style="list-style-type: none"> Should have overall experience of 15 years with relevant experience of 10 years in transaction advisory projects. Should have at least 1 experience of MoU/ Agreements for digital

Position / Key Personnel	Educational Background & Experience
	ticketing systems. <ul style="list-style-type: none"> • Should have at least 2 metro rail AFC transaction experiences. • Should have experience of contractual documentation for transport payment systems.
(ii)Automated Fare Collection(AFC) System Expert	B.E/Bachelors in Computer Application/ Bachelors in Computer Science and M.E/ Masters in Computer Application/ Masters in Computer Science or equivalent <ul style="list-style-type: none"> • Should have Minimum 10 years' experience of working on metro rail AFC system. • Experience of working on at least 1 metro rail AFC system. • Experience on open loop & closed loop system mandatory • Experience of NCMC execution mandatory
(iii) Contracts Expert	M.S./ M.E / M.Tech. and Degree/ Certification in Business Management/ Administration or equivalent <ul style="list-style-type: none"> • Should have 20 years' experience working on metro projects • At least 1 AFC transaction experience • At least 1 experience of working on large complex digital transformation projects in the government sector • Good understanding of business process reengineering

Notes:

- i. The bidder will be required to submit the expert details fulfilling the required qualifications and the experience (i.e. total and relevant) requirements, as mentioned above.
 - ii. At least two nos. of experts including Team Leader should be on the payroll of bidder for not less than 1 Years. The documentary evidence for the same is to be submitted.
 - iii. No Key Personnel should have attained the age of 60 (Sixty) years at the time of submitting the proposal
3. This is a Least Cost Bid (LCB) Tender. The Financial Bids of the Applicants who substantiate the technical requirement (Section – III, clause 1 & 2) of tender shall be evaluated and the lowest evaluated bid shall be considered for award of work by the Employer. The time of opening of financial bids shall be informed to qualified tenderers through E-mail/ phone.

Section – IV, Scope of Work / Terms of Reference

1.0 GENERAL

1.1 INTRODUCTION

Gujarat Metro Rail Corporation (GMRC) Limited, is a 50:50 jointly owned company of Government of India and Government of Gujarat. The existing AFC Contract/Work “Design, Manufacture, Supply, Installation, Testing and Commissioning, Maintenance of NCMC EMV based Automatic Fare Collection System based on PPP Revenue model” of Surat Metro Rail Phase-1 project is based on the PPP Revenue Model was awarded to M/s Airtel Payments Bank Limited in Consortium with M/s Paycraft Solutions Private Limited via Letter of Acceptance dated 20.12.2022.

Gujarat Metro Rail Corporation (GMRC) Limited intends to appoint a consultant to support GMRC Surat Metro in carrying out a cost-benefit analysis between the existing Public-Private Partnership (PPP) revenue model and the Engineering, Procurement and Construction (EPC) model, in line with the latest MoHUA guidelines (F.No. K14011/08/2017-MRTS_coord dated 03.10.2023).

2.0 Metro Rail System

2.1 Services to be rendered / Scope of Work:

- a. The consultant shall assess and understand the challenges currently faced by Surat Metro in relation to the AFC system, from both contractual and financial perspectives. This will require engaging with key stakeholders, including the GMRCL AFC team, the GEC AFC team, the O&M and IT teams of Surat Metro, as well as system integrators and payment gateway partners.
- b. The consultant shall review the existing AFC contract agreement, the RFP, feasibility studies, all communication between the concessionaire and GMRCL authorities, and all other relevant documents, including decisions and clarifications issued from time to time and **benchmark the project cost with other similar PPP projects in the country.**
- c. The consultant shall identify the key contractual terms and clauses that impact the resolution of pending issues, including provisions for extended banking services, allocation of approximately **1,000 sq. ft. of cumulative space per station for marketing and advertising**, and other related matters.
- d. The consultant shall identify potential risks arising from the contract agreement and develop appropriate mitigation measures for each.
- e. The consultant shall assess the situation from a **continuity planning perspective.**
- f. The consultant shall evaluate the various models and structural options to **determine the most suitable model / option for Surat Metro.**
- g. Based on the relevant facts and figures, the consultant shall **conduct a comprehensive cost-benefit analysis in accordance with the MoHUA guidelines (F.No. K14011/08/2017-MRTS_coord dated 03.10.2023)** and clearly recommend the future course of action. This will include the development of a financial model to evaluate the feasibility of the selected model / option, incorporating cash-flow projections, potential revenue estimates (**including all tangible and non-tangible items**), and the calculation of NPV (Net Present Value), IRR (Internal Rate of Return), break-even analysis and buy-out value, etc.

- h. Based on the comprehensive cost–benefit analysis, the consultant shall **recommend the most suitable model / option** for the AFC system and its continued implementation. The recommendations shall be based on thorough understanding of past challenges and potential future issues, including scenarios where subsequent phases may follow the EPC model. The recommendations must enable Gujarat/Surat Metro to make a well-informed and strategically sound decision.
- i. The consultant shall identify critical contractual clauses that enable Gujarat/Surat Metro to make a well-informed, strategically sound decision. The consultant shall also recommend terms and conditions that reinforce and safeguard the Contract Agreement. All proposed provisions must facilitate smooth project execution while ensuring fairness and transparency for all parties involved.

2.2 Deliverables, Timeline and Payment Schedule:

Table - (A)			
Item. No.	Description of Deliverables	Timeline (From Date of Award)	Payment (% of Contract Price)
01.	<p>Inception & Diagnostic Review Report:</p> <p>Assessment and understanding of the challenges currently faced by Surat Metro in relation to the AFC system from contractual and financial perspectives. Engagement with key stakeholders including GMRCL AFC team, GEC AFC team, O&M and IT teams of Surat Metro, System Integrators and Payment Gateway partners. Review of the existing AFC Contract Agreement, RFP, Detailed Project Report (DPR), feasibility studies, all communications between the concessionaire and GMRCL authorities, decisions and clarifications issued from time to time, and other relevant documents. Benchmarking of the project cost with other similar PPP projects in the country.</p>	Within 2 Months (T0 + 2 Months)	20%
02.	<p>Issue Resolution & Financial Impact Assessment Report:</p> <p>Identification of key contractual terms and clauses that impact resolution of pending issues, including provisions for extended banking services and allocation of approximately 1,000 sq. ft. of cumulative space per station for marketing and advertising as per RFP, and other related matters if any. Identification of potential risks arising from the Contract Agreement and development of appropriate mitigation measures. Assessment from a continuity planning perspective. Evaluation of various models and structural options to determine the most suitable model / option for Surat Metro.</p>	Within 4 Months (T0 + 4 Months)	30%
03.	<p>Comprehensive Cost–Benefit Analysis, Final Recommendation & Contract Strengthening Report:</p>	Within 6 Months (T0	50%

Table - (A)			
Item. No.	Description of Deliverables	Timeline (From Date of Award)	Payment (% of Contract Price)
	Conduct of comprehensive Cost-Benefit Analysis in accordance with MoHUA Guidelines (F.No. K14011/08/2017-MRTS_coord dated 03.10.2023), based on relevant facts and figures. Development of financial model incorporating cash-flow projections, potential revenue estimates including all tangible and non-tangible items, calculation of NPV (Net Present Value), IRR (Internal Rate of Return), break-even analysis and buy-out value. Recommendation of the most suitable model / option for the AFC system and its continued implementation, based on thorough understanding of past challenges and potential future issues, including scenarios where subsequent phases may follow the EPC model. Identification of critical contractual clauses enabling Gujarat/Surat Metro to make a well-informed and strategically sound decision, and recommendation of terms and conditions that reinforce and safeguard the Contract Agreement while ensuring fairness and-transparency.	+ 6 Months)	

T0 = Date of LoA

Section – V, Conditions of Contract

GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) **"Agreement"** means this Agreement, together with all its Attachments;
- (b) **"Agreement Value"** is the value set forth in Financial Proposal, Form-2;
- (c) **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) **"Confidential Information"** shall have the meaning set forth in Clause 3.3;
- (f) **"Conflict of Interest"** shall have the meaning set forth in Clause 3.2 read with the provisions of Tender document
- (g) **"Dispute"** shall have the meaning set forth in Clause 9;
- (h) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **"Expatriate Personnel"** means such persons who at the time of being so hired had their domicile outside India;
- (j) **"Government"** means the Government of Gujarat;
- (k) **"INR, Re. or Rs."** means Indian Rupees;
- (l) **"Member"**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- (m) **"Party"** means the GMRC or the Consultant, as the case may be, and Parties means both of them;
- (n) **"Personnel"** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India;
- (p) **"Employer"** means the Gujarat Metro Rail Corporation Limited (also referred to as GMRC) which expression shall also include their legal successors and permitted assigns
- (q) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) **"Consultant/ Bidder/ Tenderer"** means the tenderer/ Applicant named in the Agreement, who

Signature & Stamp of Bidder (Authorized Person from Bidder)

has been awarded the contract & entered into agreement, and which expression shall include his/their legal successors and permitted assigns.

- (s) **"Third Party"** means any person or entity other than the Government, the **GMRC**, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the tender document.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Contract Agreement;
- (b) Letter of Award / Acceptance
- (c) Set of Addenda & Clarification
- (d) Tender Document; and
- (e) Consultant's Proposal
 - Financial Bid
 - Technical Bid
 - Any other correspondence

1.2 Relation between the Parties

1.2.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the **GMRC** and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the **GMRC** and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The **GMRC** shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Ahmedabad / Gandhinagar shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing as per instructions in tender document and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the **GMRC**; provided that notices or other communications to be given to an address outside India may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the **GMRC**;
- (b) in the case of the **GMRC**, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the **GMRC** with a copy delivered to the **GMRC** Representative set out below in Clause 1.10 or to such other person as the **GMRC** may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Ahmedabad it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions given in tender document and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

Deleted

1.10 Authorized Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the **GMRC** or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The **GMRC** may, from time to time, designate one of its officials as the **GMRC** Representative.

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be the Power of Attorney holder (or) the Authorized Representative of the Consultant at the time of signing of contract agreement

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the **GMRC** shall perform such duties in regard to the deduction / reimbursement of such taxes as may be lawfully imposed on it. The GST as applicable will be reimbursed to consultant on submission of documentary evidence.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall commence the service as mentioned in LoA (Letter of Acceptance) or as per the instruction of Employer.

2.2 Commencement of Services

The Consultant shall commence the Services from issuance of LoA or as per the instruction of employer.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the **GMRC** may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall expire when the services have been completed and the period of 90 (Ninety) days has elapsed after all payments due under this agreement, have been made.

2.5 Entire Agreement

2.5.1 This Agreement and their Attachments together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the tender shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action

of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Deleted

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The GMRC may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the GMRC

The GMRC may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such

notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the **GMRC** may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the **GMRC** a statement which has a material effect on the rights, obligations or interests of the **GMRC** and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the **GMRC**, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the **GMRC**, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the **GMRC** fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the **GMRC** is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the **GMRC** of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the **GMRC** fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to

bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the **GMRC**, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 **Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the **GMRC** shall make the payment pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination, to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the **GMRC**):

2.9.6 **Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to **the conciliation and in the event the conciliation fails or not initiated by the either party then the matter may be refer to arbitration** pursuant to Clause 9.1.5 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.10 **Variation in Scope of Work**

The variation in scope of the work (addition or reduction / deduction) shall be at discretion of Employer / **GMRC**. For addition or reduction in scope, the payment will be made on a pro-rata basis.

3. **OBLIGATIONS OF THE CONSULTANT**

3.1 **General**

3.1.1 **Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the **GMRC**, and shall at all times support and safeguard the **GMRC's** legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 **Terms of Reference**

The scope of services to be performed by the Consultant is specified in the Terms of Reference / Scope of Work (the "**TOR**"). The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 **Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the date of completion of this agreement; provided further that this restriction shall not apply to consultancy/ advisory services provided to the **GMRC** in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the **GMRC** in accordance with the rules of the **GMRC**. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement;
or
- (c) at any time, such other activities as have been specified in the tender as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything contrary contained in this agreement, the **GMRC** shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the **GMRC** shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the **GMRC** towards, *inter alia*, the time, cost and effort of the **GMRC**, without prejudice to the **GMRC**'s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the **GMRC** under Clause 3.2.5 above and the other rights and remedies

which the **GMRC** may have under this Agreement, if the Consultant is found by the **GMRC** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender issued during a period of 2 (two) years from the date the Consultant is found by the **GMRC** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the **GMRC** who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the **GMRC**, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the **GMRC** in relation to any matter concerning the Project;
- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the **GMRC** under this Agreement;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the **GMRC** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the **GMRC** to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the **GMRC**, its technology, technical processes, business affairs or finances or any information relating to the **GMRC**'s employees, officers or other professionals or suppliers, customers, or Consultants of the **GMRC**; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the **GMRC**.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the

- Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
 - (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the **GMRC**, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
 - (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the **GMRC** for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the **GMRC's** property, shall not be liable to the **GMRC**:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 1 (one) time the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1

- (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the **GMRC**, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the **GMRC**, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement. If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the **GMRC** shall, apart from having other recourse, available under this Agreement,

have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the **GMRC**.

- (c) Except in case of Third Party liabilities, the insurance policies so procured shall mention the **GMRC** as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 1 (one) time the cover required hereunder, such insurance policy may not mention the **GMRC** as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverage's shall include but not be limited to the following:

(a) **Employer's liability and workers' compensation insurance**

The Consultant shall take employers' liability and workers' compensation insurance in respect of the personnel of the consultants and of any sub consultants, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate

(b) **Professional liability insurance**

The Consultant shall effect and maintain Professional Indemnity Insurance for the amount in Indian Rupees equal to the Awarded Contract Cost payable to Consultant in respect of services to be carried out by, or on behalf of them. The insurance shall be in the name of "Gujarat Metro Rail Corporation Limited" as prime beneficiary & the Consultant shall be proposer of insurance.

The insurance, which shall ensure the Successful Bidder / Consultant's liability by reason of professional negligence and errors in the consultancy works, shall be valid from the 15 day after the issue of notice to proceed / commencement of work, until 12 months after completion of the works in all respects. Payment shall not be released unless the Successful Bidder / Consultant produces the evidence of Professional Indemnity Insurance as stated above.

The Professional Indemnity Insurance shall clearly depict the following: -

- (a) Name of Beneficiary (Gujarat Metro Rail Corporation Limited)
- (b) The amount insured for i.e. equal to awarded value of the work
- (c) The item covers with list of inclusion
- (d) The name of the work & tender no. / Agreement no.
- (e) Duration of validity of insurance till Completion of the project including DLP, if any.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Contract Agreement. The insurance policy shall be valid from the date of issue of NTP / Commencement of work period of 12 months after

In case, the contract price is revised to more than 125% of the accepted price, the contractor need to submit the additional insurance policy for an amount over and above the Accepted Contract Price.

3.6 Accounting, inspection and auditing

The Consultant shall;

- (i) Keep accurate and systematic accounts and records in respect of services hereunder, in accordance with internationally accepted accounting principles and in such forms and details as will clearly identify all relevant

time charges and cost, and the basis thereof (including the basis of the consultants cost and charges), and

(ii) Permit GMRC or designated representative periodically, and up to one year from the expiration or termination of this agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by GMRC.

3.7 Consultant's actions requiring the GMRC's prior approval

The Consultant shall obtain the **GMRC's** prior approval in writing before taking any of the following actions:

- (a) Appointing of such members of the Professional Personnel as are not listed in Appendix - 9.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the **GMRC** prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement

3.8 Reporting obligations

The Consultant shall submit to the **GMRC** the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the GMRC

3.9.1 All plans, drawings, specifications, designs, reports data and other documents (collectively referred to as "**Consultancy Documents**") prepared/collected by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the **GMRC**, and the consultant shall, not later than termination / expiration of this agreement, deliver all such documents to GMRC, together with the detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in this Agreement.

3.9.2 The Consultant shall not use these documents for purposes unrelated to this agreement without the prior written approval of GMRC.

3.9.3 Deleted

3.10 Equipment and materials if furnished by the GMRC

Equipment and materials, if made available to the Consultant by the **GMRC** shall be the property of the **GMRC** and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the **GMRC**, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the **GMRC**. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the **GMRC** in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the **GMRC**, and officials of the **GMRC** having authority from the **GMRC**, are provided unrestricted access to the Project Office and to all Personnel during office hours. The **GMRC's** official, who has been authorised by the **GMRC** in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the **GMRC** against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names of professional personnel in carrying out the Services by each of the Consultant's Personnel are described in tender document [Section – III, Clause 2 of (c)].

4.2.2 Deleted

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed are hereby approved by the **GMRC**. No other Professional Personnel shall be engaged without prior approval of the **GMRC**.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the **GMRC** its proposal along with a CV of such person in the form provided at Appendix-9 of the Section -VI of tender document **GMRC** may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the **GMRC's** consideration. In the event the **GMRC** does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the **GMRC**.

4.4 Substitution of Key Personnel

The **GMRC** expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The **GMRC** will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel / expert without any Reduction in Payment and subject to equally or better qualified and experienced personnel being provided / replaced to the satisfaction of the **GMRC**.

In case, the successful bidder propose the changes of more than 2 experts then, the penalty of 0.1% of agreement value will be levied on consultant. Any further substitution and substitution of the team leader may lead to termination of the Agreement. Those key personnel not found suitable during the course of agreement shall be replaced by the consultant immediately to the satisfaction of the GMRC.

4.5 Working hours, overtime, leave, etc.

Deleted.

4.6 Project Manager / Team Leader

Deleted.

4.7 Sub-Consultants

Deleted.

5. OBLIGATIONS OF THE GMRC

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the **GMRC** shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub- Consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

Deleted.

5.3 Change in Applicable Law

The Contract price shall be adjusted to take into account of any increase/decrease in cost resulting from a change in laws of the country (including introduction of new laws and the repeal or modification of existing laws) made after the base date / submission date which affect the Consultant in performance of obligations under contract.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the **GMRC** shall make to the Consultant such payments stagewise as per TOR / Scope of Work.

6. PAYMENT TO THE CONSULTANT

Refer to Section – IV SoW/ToR of clause 2.2

6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Form – 2 of Financial Proposal of Section-VI
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the Contract Price specified in the Contract Agreement (the "**Agreement Value**").
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Consultant shall be paid for its services as per the Payment Schedule at SoW / ToR of clause 2.2, subject to the Consultant fulfilling the following conditions:
- (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the **GMRC**, the work pertaining to the preceding stage.
 - (ii) The **GMRC** shall pay to the Consultant, only the undisputed amount.
- (b) The **GMRC** shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the **GMRC** of duly completed bills with necessary particulars complete in all respects (the "Due Date").
- (c) The final payment under this Clause shall be made only after all the deliverables, shall have been submitted by the Consultant and approved satisfactory by the **GMRC**. The Services in each stage of payment as specified in ToR shall be deemed completed and finally accepted by the **GMRC** and the deliverables shall be deemed approved by the **GMRC** as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the **GMRC** unless the **GMRC**, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The **GMRC** shall make the payment upon acceptance or deemed acceptance of the final deliverable by the **GMRC**.
- (d) Deleted
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the **GMRC** by the Consultant.
- (f) **GMRC** shall recommend for payment the Lump Sum Price exclusive of GST and inclusive of other applicable taxes to the Tenderer towards the performance of services as described in TOR.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The **GMRC** shall secure the contract by way of performance security (the "Performance Security"), 5% (five percent) of the contract amount, mentioned in LoA. In case the contract value exceeds beyond 25% of the original contract value, the consultant will have to submit Additional Performance Security equal to an amount of 5% of total variation amount (i.e. over and above the contract value). The Performance Guarantee shall remain valid up to 6 months beyond the completion period. The Performance Security shall be returned to the Consultant at the end of 6 (six) months after the completion of services and subject to the other provisions of this Agreement.

If the completion period is extended, for whatsoever reason, the Bank Guarantee shall be suitably extended.

In the event of any defect coming to the notice of GMRC within the period of contract and the consultant failing to rectify the same, GMRC will have right to forfeit the amount of the Performance Security.

7.1.2 **Deleted.**

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the **GMRC** in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of **10%** (ten percent) of the Agreement Value.

7.2.2 Liquidated Damages for delay

Liquidated damages shall be levied on non-achievement of the complete timelines given in ToR @ 0.05% of the contract value per week of delay or part thereof for the respective item of work. However, if the consultant achieves the last milestone, then all the earlier Liquidated Damages will be waived off. The maximum limit of Liquidated Damages shall be 10% of the contract value.

7.2.3 Encashment and appropriation of Performance Security and Retention Amount.

The **GMRC** shall have the right to invoke and appropriate the proceeds of the Performance Security and Retention Amount, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the **GMRC**, other penal action including debarment for a specified period may also be initiated as per policy of the **GMRC**.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9.0. Claims, Disputes, Conciliation and Arbitration

9.1 Amicable Resolution

- Parties shall at all times endeavor to resolve disputes through mutual discussions and amicable settlement.
- No legal action concerning or arising out of any dispute shall be commenced unless and until all applicable dispute resolution procedures set out in Article 13 / Clause 9.1.4 have been finally exhausted in relation to such dispute or any other dispute which may have arisen in connection with such dispute.
- Any and all disputes shall be settled in accordance with the provisions of Article 14 / Clause 9.1.5.

9.1.2 Notice of Dispute

For the purpose of Sub-Clause 9.1.2, a dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter call a “Notice of Dispute”) stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the termination / surrender / completion of contract as advised/intimated by GMRC to the Agency / Consultant.

9.1.3 Two stages for Dispute Resolution

Dispute shall be settled through two stages:-

(a) Conciliation* procedures as established under “The Arbitration and Conciliation Act – 1996” & amended vide the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and further subject to GMRC internal conciliation/mediation policy or any other statutory amendment or modification or re-enactment thereof. In case the dispute remains unresolved in Conciliation then;

(b) Arbitration procedures under the provisions of “The Arbitration and Conciliation Act – 1996” including statutory modification or re-enactment or amendment thereof or as may be mutually decided amongst the parties by way of separate agreement for finalization of modalities of arbitration process within 30 days from the date of completion of the procedure mentioned in 1.1.3(a) above.

*(*Note:- Alternatively, in order to expedite the dispute resolution process, the parties may by mutual consent also resort to the dispute resolution guidelines as laid down by Ministry of Finance, Government of India vide O.M No No.F. 11212024-PPD dated 03.06.2024 or any other amendment or modification as carried out in the said O.M from time to time.*

Pursuant to Government Gazette Notification (yet to be notified), giving effect to implementation of Section 61 read with Sixth Schedule of Mediation Act, 2023, all reference to ‘conciliation’ procedures referred herein shall be replaced and referred to as ‘Mediation’ procedures as stipulated under the Mediation Act, 2023 or as per any other statutory amendment or modification or re-enactment thereof.)

9.1.4 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation. Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing for Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted,

then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may treat this as a rejection of the invitation to conciliate and inform the other party accordingly. The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained/proposed by the GMRC or as may be mutually decided by both parties. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner. The Conciliation procedure / proceeding will be carried out as per Arbitration and Conciliation Act – 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and any statutory amendment or modification or re-enactment thereof.

*(*Note:- Alternatively, in order to expedite the dispute resolution process, the parties may by mutual consent also resort to the dispute resolution guidelines as laid down by Ministry of Finance, Government of India vide O.M No No.F. 11212024-PPD dated 03.06.2024 or any other amendment or modification as carried out in the said O.M from time to time.*

Pursuant to Government Gazette Notification (yet to be notified) giving effect to implementation of Section 61 read with Sixth Schedule of Mediation Act, 2023, all reference to 'conciliation' procedures referred herein shall be replaced and referred to as 'Mediation' procedures as stipulated under the Mediation Act, 2023 or as per any other statutory amendment or modification or re-enactment thereof.)

9.1.5 Arbitration

If the efforts to resolve all or any of the disputes through Conciliation/Mediation fails, then such disputes or differences, whatsoever arising between the parties, whether arising out of the contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a. Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation/Mediation, shall be referred to Arbitration. Other claims/matters not raised during Conciliation/Mediation shall not be included or referred in Arbitration and if contented the same shall be non-maintainable.
- b. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, GMRC at the following address:

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010, Gujarat, India
- c. The disputes so referred to arbitration shall be settled in accordance with The Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and any statutory amendment or modification or reenactment thereof.
- d. For all the disputes, matter shall be referred to the arbitral tribunal consisting of Sole Arbitrator.
- e. The sole arbitrator shall be appointed by Consultant from wide range of panel arbitrators maintained by GMRC or as may be mutually decided by both parties.
- f. For effective resolution of dispute, the parties (GMRC and Consultant) before commencement of first arbitration hearing shall sign the arbitration agreement laying down modalities pertaining to arbitrator's fee sharing between parties, other cost sharing and timelines structure in line with Arbitration and Conciliation Act – 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and any amendment or statutory modification or re-enactment thereof.
- g. Where recourse to a Court is to be made in respect of any matter, the courts at Ahmedabad / Gandhinagar shall have the exclusive jurisdiction to try all disputes between the parties.

Section – VI, Technical and Financial Proposal

The Section – VI comprises of technical proposal and Financial Proposal are required to be filled and submitted by consultant on or before due date and time of bid submission.

(a) Forms of Technical Proposal, it includes;

Appendix -1	Letter of Technical Proposal
Appendix -2	Undertaking
Appendix -2A	Undertaking
Appendix -3	General information of the tenderer
Appendix -3A	Undertaking by JV/Consortium Members
Appendix -4	Power of Attorney
Appendix -5	Eligible Assignments of Applicant
Appendix -6	Financial Capacity of the Applicant
Appendix -7	Commitment for On-going Works/ Works in Hand
Appendix -8	Affidavit for Unaudited Balance Sheet
Appendix -9	Particulars of Key Personnel
Appendix -10	CV of key Personnel
Appendix -11	Proposed Methodology and Work Plan
Appendix -12	Undertaking for Downloaded Tender Document
Appendix -13	Undertaking for Encashment / Forfeiture of Tender Security
Appendix -14	Undertaking for land border clause
Appendix -15	Undertaking for DIPP
Appendix -16	Form of Bank Guarantee for Tender Security
Appendix -17	Contract Agreement
Appendix -18	Form of Bank Guarantee for Performance Security
Appendix -19	Litigation History
Appendix -20	Check List –for submission of Bid Physically & Online

b) Financial Proposal, it includes;

Form 1	Covering Letter
Form 2	Financial Proposal

APPENDIX-I
LETTER OF TECHNICAL PROPOSAL
(On Applicant's letter head)
(Date and Reference)

To,

Sub: "Selection of Consultant for comprehensive cost-benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I"

Dear Sir,

With reference to your Tender No GMRC/AFC - Consultant/Surat/Ph-1/2026 issued on dated 07/03/2026, I/we, having examined the tender documents and understood their contents, hereby submit our Proposal for "Selection of Consultant for comprehensive cost-benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I". The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the **GMRC** any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the **GMRC** to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates 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 or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the tender documents, including any Addendum issued by the **GMRC**;
 - (b) I/We do not have any conflict of interest in accordance with Clause 1 of (iii) of section -III of tender Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3 of section -II of tender document, in respect of any tender or request for proposal issued by or any agreement entered into with the **GMRC** or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the tender document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the tender document.

8. We hereby confirm to deploy the minimum manpower as mentioned in clause 3 (d) of Section – III, Team composition and expertise (Key Personnel) of tender documents
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the GMRC and/ or the Government of Gujarat in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid / Tender, fee & Security is needs to be attached, in accordance with tender document.
14. I/We agree and understand that the proposal is subject to the provisions of the tender document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the tender document.
16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Appendix- 4.
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Appendix -17 of the tender document We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied Tender document and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the **GMRC** or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. Financial Bid is not submitted in physical form and is filled up on portal online at <https://tender.nprocure.com/>. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the tender document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant)

APPENDIX- 2**Undertaking**

1. We (name of the tenderer) hereby undertake that the Bill of Quantities/ Pricing Document (Volume 3 of the tender documents) duly completed in all respect has been uploaded by us on N-Procurement site <https://gmrc.nprocure.com>.
2. It is confirmed that we or any of our associates have not been engaged in any fraudulent and corrupt practice as defined in Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.
3. We hereby undertake that the tender and the tender documents used as a necessary part of our preparation of this tender shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the this works.
4. We further undertake that the aforesaid tender documents prepared by Gujarat Metro Rail Corporation Ltd. shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal.
5. We hereby confirm that, we have downloaded/ read the complete set of tender documents /addendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://tender.nprocure.com/>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal <https://tender.nprocure.com/>. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

Signature of authorized signatory of Tenderer

Name:

Designation:

Date:

Seal:

APPENDIX 2A Undertaking

1. We (name of the tenderer) hereby confirm to deploy the minimum manpower as mentioned in Scope of Work of Tender Document
2. I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our applications are found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders of the GMRC. Besides, GMRC shall be entitled to take all such actions as may be deemed fit under the provision of this Agreement as well as under the frame work of law including termination of contract, if awarded, without any claim for any compensation, damages, costs etc. whatsoever on account of such premature closure of the contract.
3. We do hereby undertake that GMRC / Any other Metro organisation (100% owned by Govt.), Ministry of Housing and Urban Affairs / Order of Minister of Commerce, applicable for all Minister has not banned / blacklisted business with us as on the date of tender submission.
4. I/We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in the works awarded by GMRC / Any other Metro organisation (100% owned by Govt.) contract of value more than 10% of NIT cost of work executed either individually or in a JV/ Consortium during last three years (from the last day of the previous months of tender submission).
5. We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years (from the last day of the previous months of tender submission).
6. I/We have read the clause(s) regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/We hereby certify that fulfils all requirements in this regard and is eligible to be considered.

Signature of authorized signatory of Tenderer

Name:
 Designation:
 Date:
 Seal:

Yours faithfully,

(Signature, name and designation of the authorised signatory)
 (Name and seal of the Applicant)

Appendix -3**General information of tenderer**

1.1	<p>Title of Project / Consultancy work: “Selection of Consultant for comprehensive cost–benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I”</p>
1.2	<p>State the following:</p> <p>(a) Name of Company or Firm:</p> <p>(b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc., along with a copy of relevant registration certificate):</p> <p>(c) Country of incorporation:</p> <p>(d) Registered address:</p> <p>(e) Year of Incorporation:</p> <p>(f) Year of commencement of business:</p> <p>(g) Principal place of business:</p> <p>(h) Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>(i) Name: Designation: Company: Address:</p> <p>(j) Phone No.: Fax No. : E-mail address:</p>
1.3	<p>Contact Detail Form</p> <p>(a) Name of Applicant:</p> <p>(b) Address for Correspondence:</p> <p>(c) Contact Person / Authorised Signatory for this tender as per PoA</p> <p>(d) Landline : Fax: E-mail:</p> <p>(e) Name of Authorised Signatory: Address for Correspondence:</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory) For and on behalf of</p>

APPENDIX 3A**(Undertaking by JV/Consortium members)**

We understand that,

1. In case, it comes to notice of GMRC either during or even after completion of Work that JV/Consortium members have either altered / modified the MOU / JV / Consortium agreement w.r.t. to the MOU submitted at tendering stage or entered a separate MOU/ Agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under clause 3.3 (b) condition of contract, of this tender for which every constituent member of the JV/Consortia is liable to be debarred for a period up to three years along with such other legal actions as may be permissible under the law.

2. Apart from all of us being jointly and severally responsible, we understand that each of us shall also be individually responsible for our duties as specified in the MOU/JV agreement submitted in terms of clause 1 vii d of section-III . In case our JV/Consortium qualifies the criteria of work experience on the basis of our experience, each of us shall be responsible for deployment of key staff mentioned in Scope of Work. In case of failure on our part in fulfilling these duties, the performance security submitted by us may be forfeited by the Employer in addition to other actions.

A) We are aware that our performance shall be adjudged by the Employer on quarterly basis, and if the same is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e Part Termination of the contract as elaborated in section-III clause 1 i (Eligible Applicants). We are also aware that the performance of each of us may be specifically stated in the work experience certificate / performance Certificates which may be issued to us during or after execution of Work for our Business Development purposes.

(i) STAMP & SIGNATURE OF AUTHORISED
SIGNATORY OF 1ST MEMBER OF JV / Consortium

(ii) STAMP & SIGNATURE OF AUTHORISED
SIGNATORY OF 2ND MEMBER OF JV /Consortium

AND SO ON.....

STAMP & SIGNATURE OF AUTHORISED SIGNATORY
ON BEHALF OF JV / Consortium

Note:

1. This undertaking shall be signed by each of the JV/Consortium members.
2. The undertaking shall be signed by the authorized signatory of each constituent member and counter signed by the authorized signatory of JV / Consortium.

Appendix -4
Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Tenders are required to follow the applicable law in their country)

Power of Attorney to be provided by the Tenderer Company in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company or Lead Member of the Bidding Consortium, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Tender for "Tender for _____" in response to the Tender Document dated _____ issued by Gujarat Metro Rail Corporation (GMRC) Limited (the Company) including signing and submission of the Tender and all other documents related to the Tender, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Company may require us to submit and also signing and executing the Contract Documents. The aforesaid Attorney is further authorized for making representations to the Company or any other authority, and providing information / responses to the Company, representing us in all matters before the Company, and generally dealing with the Company in all matters in connection with our Tender till the completion of the tendering process as per the terms of the Tender Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

—
All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender Documents.

Signed by the within named[Insert the name of the executant company] through the hand of Mr. duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

..... Signature of Attorney
(Name, designation and address of the Attorney)

Attested
..... (Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated..... WITNESS

1.
(Signature)

Name Designation.....

2. (Signature)

Name Designation.....z

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 300 (three hundred) and duly notarized by a notary public.

The Applicant should submit for verification the extract of the charter documents and other documents such as a resolution of Board/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-5

[Refer. Section – III, Clause 2 (a)]

Abstract of Eligible Assignments of the Applicant / Experience of the bidder

Applicant's legal name Date.....
 Group Member's legal name..... Page of Pages

Consultancy Experience		
Similar Contract Number of required Information		
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV Consortium member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR at 28.02.2026 price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR at 28.02.2026 price level

Note

- (1) The Applicant should provide details of only those projects that have been undertaken by it under its own name.
- (2) The names and chronology of Eligible Projects included here should conform to the project- wise details to be submitted in Appendix-5
- (3) In case, the qualifying work(s) were done by bidder in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered, for same the applicant is required to attach the JV/Consortium Agreement.
- (4) The Applicant is required to attach necessary experience certificate / requisite documentary evidence(s) duly attested by the applicant firm for claiming eligible assignment including the total nos. of work.

APPENDIX-6**[Refer. Section – III, Clause 2 (b)]****Financial Capacity of the Applicant**

Sl. No.	Financial Year	Annual Turnover from consulting services (Rs. in Crores)
1.	2022-23	
2	2023-24	
3	2024-25	
Certificate from the Statutory Auditor/Chartered Accountant		
We certify that the above mentioned figures have been extracted from the audited financial statements of(name of the Applicant). Name of the audit firm: Seal of the audit firm Date: Signature, name and designation of the authorized signatory)		
Name of Statutory Accountant /Chartered Accountant (CA)		
Seal and Signature of CA		
Membership Number of CA		
UDI no. of CA		

Note:

The Applicant / Tenderer has to attach the audited balance sheet for F.Y 2022 – 23 to 2024 –25 along with Appendix – 6

In case audited balance sheet of the last financial year (i.e. 2024-25) 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’ (Refer Appendix-8). If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive

APPENDIX-7

(Commitment for On-going Works/ Works in Hand)

Deleted

APPENDIX-8

(Affidavit for Unaudited Balance Sheet as per Notes of section-III, Clause 2 B)

(On a non-judicial stamp paper of appropriate value)

(To be filled by the bidder* in case their Balance Sheet for F.Y. 2024-2025 has not been audited. If the Balance sheet for F.Y. 2024-25 has been audited then the bidder need not to fill this form or may simply write “NOT APPLICABLE”)

I,..... (Name and designation of Authorised signatory) of.....(Name of Company/Firm/Proprietorship/Partnership)hereby confirm that the Balance sheet for Financial year i.e. **F.Y. 2024-25** has actually not been audited/ or under finalization so far.

Signature of authorized signatory on behalf of Tenderer

APPENDIX-9**Particulars of Key Personnel***[Refer Section – III, Clause -2 (c)]***Name of Consultant****Tender no.****Name of work:**

SN	Designation of Key Personne	Name	Educational Qualification	Overall Experience (In Years)	Relevant Experience (In Years)	Present Employment		
						Name of Firm	Employed Since	
Add more rows [as per Section – III, clause 2 (c)]								

Note:

1. Refer Appendix -10 of technical proposal, Experience of Key Personnel.
2. Supporting documents in respect of Educational qualification, Professional Experience to be submitted for each key personnel.

APPENDIX-10**CV of key Personnel**

[Refer Section – III, Clause 2 (c)]

1. Proposed Position / Designation of the Key Personnel**2. Name of Firm****3. Name of Staff****4. Date of Birth:****5. Nationality****6. Education / Qualification , Any training****7. Membership of Professional Association****8. Brief Description of Experience****(a) Total Experience****(b) Relevant Experience****9. Language**

10. Employment Record (Starting with present position, list in reverse order every employment held since graduation, giving each employment: dates of employment, name of employing organization, position held)

11. Details task assigned: (List of all tasks to be performed under this assignment)

12. Work undertake that best illustrates capabilities to handle the task assigned

13. Certification

I, undersigned, certify that to the best of knowledge and belief, this CV correctly describes myself, my qualification and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. Also, I hereby confirm my availability for this project for the duration specified in the tender document

Date: _____

Signature of Staff

Note:

1. The Applicant should attach copy of certificates supporting educational qualification & professional experience of each key personnel.
2. CV of key personnel is to be counter signed by authorized representative of bidder.

APPENDIX-11**Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the SOW/TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

3 Not Used

APPENDIX-12**UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://tender.nprocure.com/>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal [<https://tender.nprocure.com/>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our technical & financial bid.

Stamp & Signature of Authorized Signatory

APPENDIX-13**UNDERTAKING FOR ENCASHMENT / FORFEITURE OF TENDER SECURITY**

We, _____ (Legal Name of consultant) hereby confirm that Tender Security submitted in the form of FDR/Bank Guarantee (tick whichever is applicable) for the Contract _____ (Contract no.) in the name of _____ (name of the consultant on whose name Tender Security is submitted).

We also undertake that in the event of encashment / forfeiture of Tender Security by the Employer in terms of tender provisions, none of the member of _____ (Legal Name of consultant) will have any objection for the same.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY(IES)

Note :

The undertaking is to be submitted in case the tender security (in form of FDR / Bank Guarantee) is submitted in the name of consultant Members.

Appendix – 14**Undertaking for land border clause****[Refer: Section – III, Cl. 1.7)]**

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; **I hereby certify that this bidder or any of its constitutes is not from such a country and is eligible to be considered.**"
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country **or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered**".
3. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and **on sub-contracting to consultant from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a consultant from such countries unless such consultant is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.**

Stamp & Signature of Authorised Signatory

Note:

1. The bidder has to read the above mentioned undertakings, para 1 to 3 and the applicable para in undertaking to be submitted along with the bid submission.
2. If bidder falls under SN 2 & 3, the bidder shall require to submit the evidence of valid registration by the Competent Authority along with this Appendix.
3. The undertaking shall be signed by authorized signatory of the tenderer.

Appendix – 15**Undertaking as per Section – III, Cl. 1.8**

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P- 45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, that the item(s) offered meets the minimum **local content of 50%**.

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under Clause 3.3 (b), Condition of contract of this tender for which the tenderer or its successors can be debarred for a period up to three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P- 45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. This appendix needs to be submitted only if bidder wants to avail the purchase preference.
2. The undertaking shall be signed by authorized signatory of the tenderer.

APPENDIX-16

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with relevant Stamp Act, if any, of the country of issuing bank)

B.G. No.

Dated:.....

1. In consideration of you, Gujarat Metro Rail Corporation (GMRC) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of (a company registered under the Companies Act, 1956) and having its registered office at (and acting on behalf of its Consortium, wherever applicable) (hereinafter referred to as the “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), for “Selection of Consultant for comprehensive cost-benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I” [hereinafter referred to as “the Works”] pursuant to the Tender No: GMRC/AFC - Consultant/Surat/Ph-1/2026, dated _____ issued in respect of the Works and other related documents including without limitation the draft Contract Agreement (hereinafter collectively referred to as “Tender Documents”), we------(Name of the Bank) having our registered office at _____ and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Tenderer, do, hereby, in terms of Clause C.18 of ‘Instructions to Tenderers’, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of INR. ***** (Indian Rupees ***** only) (hereinafter referred to as the “Tender Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.

2. Any such written demand made by the Employer stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Tender Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of the Employer is disputed by the Tenderer or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. ***** (Indian Rupees ***** only).

3. That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till: _____ and it should be payable to either Gandhinagar / Ahmedabad branch office of particular bank.

a. The Tenderer, in case its Tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee from a Scheduled Commercial Indian Bank based in India (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.

b. Sixty days after the date of validity or the extended date of validity of the Tender, as the case maybe

4. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Tenderer is in

default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of the Employer that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.

5 The Tender Security shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.

7 In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Acceptance by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Employer to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. *** --- ---- (Indian Rupees ***** ---- only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 60 days after the Tender Validity Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorised official. (Signature of the Authorised Signatory) (Official Seal)

APPENDIX-17

Contract Agreement

This **Contract Agreement** (hereinafter called the “**Contract**”) is made at Gandhinagar on _____ day of _____ by and between **GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED**, a company incorporated under Companies Act 1956, vide Corporate Identification Number: U60200GJ2010SGC059407 and having its registered office at **Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India**, represented by Mr. _____ (name and designation) of the company, by virtue of his designation and on authorisation by Mr. _____ (name and designation) of the company (hereinafter referred to as the “**GMRC**” or the “**Employer**”, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

and

_____, a company organized and existing under the laws of _____ vide Corporate Identification Number: _____ and having its registered office at _____ represented by Mr. _____ (name and designation) authorised to sign and bind the company, under the Power of Attorney dated _____ issued by _____, authorised to issue the same as per Board Resolution dated _____ (hereinafter referred to as the “**Consultant**” or the “**DDC**” (**Detailed Design Consultant**), as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part. **[Note 1]**

OR

[Note 2] *[insert the name of consortium/ JV]* comprising:

- (a) _____, a company organized and existing under the laws of _____ vide Corporate Identification Number: _____ and having its registered office at _____ and head office located at _____, represented by Mr. _____ (name and designation) authorised to sign and bind the company, under the Power of Attorney dated _____ and the Board Resolution dated _____; and **[Note 3]**
- (b) _____, a company organized and existing under the laws of _____ vide Corporate Identification Number: _____ and having its registered office at _____ and head office located at _____, represented by Mr. _____ (name and designation) authorised to sign and bind the company, under the Power of Attorney dated _____ and the Board Resolution dated _____; **[Note 3]**

each of which shall be jointly and severally responsible to the Employer under the Contract for Metro Rail Project as per the terms and conditions of the Tender Documents, Consortium Agreement and the Contract and/or as agreed to by the Employer (hereinafter collectively referred to as the “**Consultant**” or the “**DDC**” (**Detailed Design Consultant**), as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part **[Note 2]**.

In this **Contract Agreement**, as the context may require, both the **Employer** and the **Consultant** shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**”.

WHEREAS the **Employer** is desirous of executing the **Project**, and as part of it, the **Employer** intends

to engage a **Consultant** to execute the **Works/ Services**, and

WHEREAS the **Consultant** has declared that the **Consultant** has valuable and specialized knowledge and expertise for works/ services including detailed designing of _____ and submitted a **Tender** for the execution and completion, and remedying any defects in the **Works/ Services** of the “**Selection of Consultant for comprehensive cost–benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I**” within the terms of **Works/ Services** covered under the tender document no.: **Tender No: GMRC/AFC - Consultant/Surat/Ph-1/2026** , including all its addenda, clarifications, etc. and agrees to undertake performance of the **Work/ Services** under the terms and conditions set forth in this **Contract**.

WHEREAS the **Consultant** has obtained clarifications on technical and commercial aspects, inspected the Site and its surroundings and has examined and considered all other matters, conditions and things, probable contingencies including delays, hindrances and interferences and generally all matters incidental thereto and ancillary thereof, affecting the execution and completion of the **Works/ Services**, and the **Consultant** has agreed to undertake to execute the **Works/ Services** as per the terms and conditions specified in this **Contract Agreement** and the other **Contract Documents**.

Now, THEREFORE the **Parties** hereby agree as follows:

Clause 1: Words and Expression

In this **Contract** all the words and expressions shall have the same meanings as are respectively assigned to them in the **Conditions of Contract** and terms and condition of Tender Document and other documents mentioned as forming part of the contract hereinafter referred to,

Clause 2: The Contract Documents

The following documents as listed in **Table 1** below shall be deemed to form and be read and construed as a part of the **Contract**:

- a. Contract Agreement
- b. The Letter of Acceptance;
- c. Set of Addendum
- d. Tender document
- e. Agency's Proposal; and
- f. Any other document forming part of the Contract

All of the foregoing documents, together with this **Contract Agreement**, are herein referred to as the **Contract**. All codes, standard specifications, and similar requirements that are referred to therein the mentioned documents are also incorporated into the **Contract**, and made part thereof. In the event of a conflict in consistency, ambiguity or discrepancy between the contents of the **Contract**, the order of precedence/ priority shall be according to the order of the documents with the highest priority listed as Sr. No. 1 and remaining down in dilution of the priority as listed in **Table 1** above, and the **Employer/ the Employer's Engineer** shall issue any necessary clarification or instruction to the **Consultant** as per terms of contract from time to time, during operation and currency of the contract.

Clause 3: Obligations of the Consultant

The mutual rights and obligations of the **Employer** and the **Consultant** shall be as set forth in the

Contract and in particular:

The **Consultant** agrees, subject to the terms and conditions of the **Contract**, to perform efficiently and faithfully all of the **Works/ Services**, namely, detailed design consultancy and other facilities requisite for or incidental to the successful completion of the **Works/ Services** and in carrying out all duties and obligations imposed by the **Contract**.

Clause 4: Obligations of the Employer

The **Employer** agrees, subject to the terms and conditions of the **Contract**, to pay the **Consultant** the amount specified, and at the rates and terms and in the manner set forth in the **Contract**.

Clause 5: Contract Price and Completion Time

The **Employer** agrees to pay for the total cost of the **Works/ Services** and the **Consultant** agrees to accept the sums mentioned below in the following currencies, to be the total cost for the **Works/ Services** carried out by the **Consultant** as part of its obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on it by the **Contract**.

Total Amount for Priced Bill of Quantities in all sections – Contract Price:

- (a) Indian Rupees: INR _____/- (Indian Rupees _____ Only) and
- (b) In the foreign currency of (NIL)

The **Contract Price** shall be exclusive of GST and inclusive of other applicable taxes. The Employer shall deduct the tax deduction at sources (TDS) as applicable at applicable rates from the payments to the Consultant, which Employer will be required by law for deposition with the statutory authorities in India for which TDS (Tax Deduction at Source of Payment) certificates will be issued by GMRC.

The **Consultant** shall complete whole of the **Works/ Services** mostly within _____ weeks (that is on or before _____) from the **Commencement Date (which is _____)**, as stipulated in the “**Notice to Proceed**” mentioned in the **Letter of Acceptance** itself, issued by the **Employer** and continue to provide services for construction support and other related activities till the period mentioned in the contract documents.

The total **Contract Price** will be increased/ decreased during the period of performance of the **Contract** as specifically provided, if any, in the **Special Conditions of Contract** and / or **Pricing Document** under price variation clause and no additional amount on any other account whatsoever shall be payable to the **Consultant**.

Clause 6: Integration

The **Employer** and the **Consultant** agree that this **Contract Agreement**, together with the other **Contract Documents**, expresses all of the agreements, understandings, promises, and covenants of the **Parties**, and integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and no modification or alteration of the **Contract Documents** shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this **Contract Agreement**, except as may otherwise be specifically provided in the **Contract Documents**.

Clause 7: Governing Law

This **Contract** is enforceable and construed under and in accordance with the applicable laws of the Republic of **India**.

Clause 8: Language

This **Contract Agreement** and the other **Contract Documents** are made in the English language.

Clause 9: Jurisdiction of Court

The Court at Ahmedabad / Gandhinagar (Gujarat) shall have the exclusive jurisdiction to all the disputes arising out of this **Contract** between the **Parties**.

Clause 10: Notices

All **Notices** called by the terms of the **Contract** shall be in writing and in English language and shall be delivered by hand or by registered post/mail with acknowledgement due. All notices shall be duly made by the **Party** to whom it is addressed at the following address or such other address as mentioned below:

To Employer:**GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED**

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010, Gujarat, India

To Consultant:

IN WITNESS WHEREOF, the **Parties** hereto have caused this **Contract** to be signed in their respective names as of the day and year first above written

The Employer

Gujarat Metro Rail Corporation (GMRC) Limited

(_____)

The Consultant [Note 5]

[insert the name of Consortium/ Joint Venture]

(a)

(_____)
_____)

[insert the name, designation, member/company name]

(b)

(_____)
_____)

[insert the name, designation, member/company name]

Witness:

1.

2.

Witness:

1.

2.

Notes:

(For preparation of but not for inclusion in the engrossment of the Contract Agreement)

1. Applicable in case the consultant is a single company/entity and delete in case the consultant is a consortium/ joint venture.
2. Applicable in case the consultant is a Consortium and delete in case the Contractor is a single company/entity.
3. If the consultant is a Consortium, liability will be joint and several, and each member thereof must be identified. Add another para(s) as per para (a) hereafter for identification of any additional member of the consortium/ joint venture. If the consultant is a Consortium, each Member thereof must execute. Further, any change in Contract Agreement before signing will be at discretion of GMRC.

APPENDIX-18**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To,

The Managing Director

[Attn: I/C - GM (Contract)]

Gujarat Metrorail 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

Corporate Identification No (CIN): U60200GJ2010SGC059407

WHEREAS _____ (Name and address of the consultant) (hereinafter called “the consultant”) has undertaken, in pursuance of LOA No.: _____ for “**Selection of Consultant for comprehensive cost–benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I**” (hereinafter called “the Consultant”)

AND WHEREAS it has been stipulated by the Employer in the said Contract that the consultant shall furnish the Employer with a Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule for the sum specified herein as security its due and faithful performance of its obligations in accordance with the Contract.

AND WHEREAS we _____ [Insert name and address of Bank] having registered office at _____ and having the branch at _____ (herein after referred to as the “Bank”), which expression shall unless repugnant to the context of the meaning thereof, include its successors, administrators, executors and assigns do hereby agree to give the consultant such a Bank Guarantee.

NOW THEREFORE

1. We hereby affirm that we are the Guarantor and responsible to the Employer, on behalf of the consultant up to a total of INR _____ /- (Indian Rupees _____ Only), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay at Gandhinagar / Ahmadabad Branch to the Employer, upon its first written demand and without cavil or argument any sum or sums within the limits of INR _____ /- (Indian Rupees _____) as aforesaid without the Employer needing to prove or to show grounds or reasons for its demand for the sum specified therein.
2. The Employer shall have full rights whatsoever to encash this Bank Guarantee at any time during the validity of the guarantee and the consultant shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer and any disputes / claim whatsoever in this regard shall only be settled by means of arbitration as provided for in the Contract and the Employer’s decision as to what amount is due to the Employer from the Bank against the guarantee and as to consultant has committed

breach of contract or not, shall be final and binding on the guarantor-Bank and the consultant shall have no right to interfere with the same and the Bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Employer without the consent of the consultant and without referring the matter to the consultant.

3. The Bank further agrees that the Employer shall be the sole judge as to whether the consultant is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the consultant is in default shall be final, and binding on the Bank, notwithstanding any differences between the Employer and the consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the consultant for any reason whatsoever.
4. In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the consultant and/or the Bank, whether by way their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
5. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the consultant before presenting to the Bank its demand under this Guarantee.
6. The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the consultant contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the consultant and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Employer of the liberty with reference to matters aforesaid or by reason of time being given to the consultant or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to the sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligations under this Guarantee and the Bank hereby waives all of its rights under any such law.
7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the consultant under the Contract.
8. Courts at Ahmedabad/Gandhinagar, Gujarat, India shall have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.
9. The Performance Security should be valid up to 06 months after “the date of completion of work”. The employer will issue the certificate of completion of work. Further, if the date of commissioning / completion is extended, for whatsoever reason, the Bank Guarantee for Performance shall be suitably extended at the Tenderer’s cost in order to meet the validity period as and when required. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.
10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.
12. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to INR

_____ (Indian Rupees ***** only). The Bank shall be liable to pay at either Gandhinagar or Ahmedabad Branch (mention complete Branch Address of Bank in Gandhinagar / Ahmedabad where guarantee will be payable) the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [(indicate date)]

The guarantee is issued by Mr./Ms. _____ who is/are authorised by the Bank.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK -----

ADDRESS -----

DATE -----

Appendix- 19**LITIGATION HISTORY**

(Pending Litigation as per Clause 1.5 (b) of section-III)

(to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

Applicant's legal name

Date.....

JV/Consortium Member's legal name.....

Page Of..... Pages

Net Worth of the tenderer/ JV/Consortium Member INR*Crore during last audited financial year

SN.	Contract Identification	Year of award	Year of Dispute	Total completed cost (current value in case of ongoing work) (INR*)	Total amount in dispute (Including claims & counterclaim) (INR*)	Applicant's percentage participation (In case of work executed by the applicant in JV/Consortium)	Applicant's share of disputed amount (INR*)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=(7)*(6)
	Contract Identification: Name of Employer: Address of Employer: Matter in dispute: [indicate main issues in dispute] Status of dispute: [indicate if it is under Arbitration or being dealt with by the Judiciary]						
1							
2							
Add required number of rows							
Total of amounts of all contracts in dispute (INR*)							
Percentage of net worth							

* or respective currency

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. In case of JV/Consortium, this information shall be submitted by each member of the JV/Consortium.
2. This information shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer

Appendix – 20**(Check List for submission of Technical Bid Physically & Online)**

Sr. No.	Document to be Submitted	Yes or No
A	<p>Envelope – 1 (i.e. Earnest Money Deposit / Tender Guarantee) = To be submitted physically & copy/details of the same to be uploaded online</p> <p>Tender fees in the form of Demand Draft /Banker’s cheque) – To be Submitted physically & copy/details of the same to be uploaded online (Copy of GST registration no. to be provided along with Tender fee)</p> <p>EMD in the form of Bank-Guarantee / Demand Draft / Fixed Deposit / Banker’s Cheque</p>	
B	<p>Envelope – 2 (i.e. Technical Bid) – To be Submitted online & physically</p>	
	<p>The Physical submission shall comprise of an envelope containing the technical proposal of the bidder as stipulated in Clause 4 of the ‘NIT’. The technical bid received without qualifying eligibility criteria document, will not be considered for further evaluation and will be summarily rejected. The same technical proposal is to be mandatorily submitted online.</p>	
	<p>Supporting documents for fulfilling Minimum conditions of Eligibility of Applicant / Bidder, please refer clause 1 &2.0 Section -III of Criteria for Evaluation</p>	
	<p>Qualification Criteria :- Bidder has to submit all Forms of Technical Proposal, which includes</p> <p>Appendix 1 : Letter of Technical Proposal</p> <p>Appendix 2 : Undertaking</p> <p>Appendix 2A : Undertaking</p> <p>Appendix 3 : General information about tenderer</p> <p>Appendix 3A: Undertaking by JV/Consortium Members</p> <p>Appendix 4 : Power of Attorney</p> <p>Appendix 5 : Eligible Assignments of Applicant</p> <p>Appendix 6 : Financial Capacity of the Applicant</p> <p>Appendix 7 : Commitment for On-going Works/ Works in Hand</p> <p>Appendix 8 : Affidavit for Unaudited Balance Sheet</p> <p>Appendix 9 : Particulars of Key Personnel</p> <p>Appendix 10 : CV of key Personnel</p> <p>Appendix 11 : Proposed Methodology and Work Plan</p> <p>Appendix 12 : Undertaking for Downloaded Tender Document</p> <p>Appendix 13 : Undertaking for Encashment / Forfeiture of Tender Security</p> <p>Appendix 14 : Undertaking for land border clause</p> <p>Appendix 15 : Undertaking for DIPP</p> <p>Appendix 16 : Form of Bank Guarantee for Tender Security</p> <p>Appendix 17 : Contract Agreement</p> <p>Appendix 18 : Form of Bank Guarantee for Performance Security</p> <p>Appendix 19 : Litigation History</p> <p>Appendix 20 : Check List –for submission of Bid Physically & Online</p> <p>The above mentioned forms must be supported with all required documentary evidence.</p>	

	<p>Other Submission</p> <p>Signed & stamped copy of GST registration number</p> <p>EPF & ESIC Registration</p> <p>Any other document as per the requirement of Tender Document.</p>	
C	<p>Envelope – III (i.e. Tender Document) containing the unfilled copy of Tender Document and all the Addenda and Clarifications issued by GMRC - shall be signed and stamped by tenderer or his representative holding the power of attorney (Enclose the original Power of Attorney) as token of acceptance of all terms and conditions mentioned in tender document – To be submitted physically or online through digitally signed copy.</p>	

Note :

1. The bidder are advised to submit the Envelope – I, II & II in spiral / binder book with index, page numbering, sign and stamp on each and every page of the Bid by the authorised signatory.
2. The submission in loose papers may hamper the evaluation process, hence bidder are requested to submit their bid as per above note.
3. On submission of forms on N Procurement (i.e. Envelope – I & II), the bidder may note that there is a size limit of 10 MB of one document, however, there is no limit of nos. of attachment with size limit of 10 MB. Hence, for e.g if you are uploading Appendix- 15 in three parts/files with size limit of 30 MB then you have to rename the file as (1) Appendix- 15, part 1, (2) Appendix- 15 part 2 & (3) Appendix- 15part 3.

Financial Proposal

PREAMBLE

1. This shall be read in conjunction with Instructions to Tenderers, Scope of Work, Conditions of Contract, and Other parts of bid document.
2. If the tenderer fails to quote rates against any item, the tender may be treated as incomplete and non-responsive and shall be rejected.
3. Errors will be corrected by the employer for any arithmetic errors in computation or summation as per contract conditions.
4. All the unit rates and amounts should be filled both in figures and words. In case of any discrepancy between the two, the value provided in words shall be treated as sacrosanct.
5. The quote will be exclusive of GST and inclusive of other applicable taxes. The GST as applicable will be reimbursed to consultant on submission of documentary evidence.
6. The Reports / Deliverables will be reviewed by GMRC on each stage and on acceptance of same only the payment of that particular stage will be processed.
7. The total cost will be inclusive of remuneration of key & support personnel, cost for reports & documents printing, travel & accommodation, site visits, office equipment & stationary, all general risks, insurance liabilities, and any obligations set out or implied in the contract in completion of the work.
The quoted lump sum price should be inclusive of boarding, lodging, travel expenses of all kinds in domestic/overseas country (ies) and site visits.
8. The tender total as mentioned in the financial bid, being total Price quoted in this tender and price quoted will be only considered for inter-se comparative statement for evaluation of tenders and will form the Contract Price after necessary evaluation and check for the lowest tenderer

Financial Proposal, Form-1**Covering Letter (On Applicant's letter head)**

(Date and Reference) To* **

Dear Sir,

Subject: “Selection of Consultant for comprehensive cost–benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I”

I/We, _____ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (Ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,
(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly online only.

Financial Proposal, Form-2**Financial Proposal, Form-2**

Having examined the Tender Documents No. GMRC/AFC - Consultant/Surat/Ph-1/2026 as set out in your Notice of Invitation to Tender, Instructions to Tenderers, the Conditions of Contract and the matters set out in the tender documents, we undertake to provide “Selection of Consultant for comprehensive cost–benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I”

The tenderer shall quote their offer in INR only

Sl. No	Description of work	Unit	Total cost (Exclusive of GST and inclusive of other applicable taxes) in INR
1.	Selection of Consultant for comprehensive cost–benefit analysis comparing the existing Public Private Partnership (PPP) revenue model with the Engineering, Procurement and Construction (EPC) model for Automatic Fare Collection (AFC) System of Surat Metro Rail Project, Phase – I”	Lump sum	
Total Cost (In Figure)			
Total Cost (In word)			

Note:

- i) The Basic rate is exclusive of GST and inclusive of other applicable taxes. GST will be reimbursed on submission of documentary evidence, as per the applicable rate.
- ii) The total cost will be inclusive of remuneration of key & support personnel, cost for reports & documents printing, travel & accommodation, site visits, office equipment & stationary, all general risks, insurance liabilities, and any obligations set out or implied in the contract in completion of the work.
- iii) The Price bid to be filled online only on N procurement Portal (i.e. <https://tender.nprocure.com>).
- iv) The payment will be release against the deliverables as mentioned in Clause – 2 of Section – IV, Scope of Work.