



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

Tender No. GMRC/ADMIN/ADVERTISING AGENCY/2026
Date: 13-03-2026

“Engagement of Advertising Agency for Gujarat Metro Rail Project”

TENDER DOCUMENT Comprises of:

- Section I : Notice Inviting Tender
- Section II : Minimum Eligibility Criteria
- Section III : Tendering process
- Section IV : Instruction to Bidder
- Section V : Scope of Work and
- Section VI: Conditions of Contract
- Annexure – 1 to 8



Issued by

Gujarat Metrorail 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 (Authorised Person from Bidder)

Table of Contents

Section – I, NOTICE INVITING TENDER	3
Section – II, MINIMUM ELIGIBILITY CRITERIA	10
Section – III, TENDERING PROCESS:	12
Section – IV, INSTRUCTION TO BIDDERS	14
Section – V, SCOPE OF WORK :	20
Section – VI, CONDITIONS OF CONTRACT:	20
ANNEXURE – 1, Contact Details	24
ANNEXURE – 2, Experience& Financial Details	25
ANNEXURE – 3, Submission of Financial Bid Online	26
ANNEXURE – 4, Undertaking	28
ANNEXURE – 5, Bank Guarantee.....	29
ANNEXURE – 6, Guidelines for Technical Bid Submission	31
ANNEXURE – 7, Performance Guarantee.....	32
ANNEXURE – 8, Affidavit for Unaudited Balance Sheet.....	35

Signature & Stamp of Bidder (Authorised Person from Bidder)

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, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

TENDER NOTIFICATION No: GMRC/ADMIN/ADVERTISING AGENCY/2026

Date: 13-03-2026

E-Tender is invited from reputed and experienced agencies for the following tender:

Tender Name	Tender Fees
"Engagement of Advertising Agency for Gujarat Metro Rail Project"	INR 25,000

Interested bidders are requested to visit <https://tender.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 04-04-2026.

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

Chief Administrative Officer (CAO)
GMRC, Gandhinagar

Signature & Stamp of Bidder (Authorised Person from Bidder)

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, **“Engagement of Advertising Agency for Gujarat Metro Rail Project”**

1.1.2 Key details :

The details of the tenders are as follows:

Tender No.	GMRC/ADMIN/ADVERTISING AGENCY/2026
Name of Work	“Engagement of Advertising Agency for Gujarat Metro Rail Project”
Approximate cost of work	INR 2.40 Crore (Inclusive of all tax)
Tenure of Work	24 Months
Tender documents on sale / download of Tender Documents	From 13-03-2026 to 04-04-2026 (up to 15:00 hrs) on e-tendering website https://tender.nprocure.com . Tender document can only be obtained online after registration of tenderer on the website https://tender.nprocure.com . For further information in this regard bidders are advised to Contact No. +91 79 23248572, Extension 527
Tender Fees* (Non-refundable)	INR 25,000/- (Twenty Five thousand) only inclusive of GST (Demand Draft /Banker’s cheque drawn on a Scheduled Commercial Bank based in India and should be in favour of “Gujarat Metro Rail Corporation (GMRC) Ltd” payable at Gandhinagar/Ahmedabad) (Copy of GST registration no. to be provided along with Tender fee)
Tender Security* (Refundable after award of work)	INR 2.40 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 Note: Bidders to note that the payment of tender security shall be made from the account of bidder only.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Last date and time of submission of Tender (Both online and Physical)	04-04-2026, 15:00 Hrs. <ul style="list-style-type: none"> • Financial Bid is to be filled up on the online portal https://tender.nprocure.com as mentioned in financial bid submission. • Technical Bid is to be submitted physically in printed at the address mentioned below & is also to be uploaded online https://tender.nprocure.com.
Opening of Technical Bid including Tender Fees & Tender Guarantee	On the last day of submission of Filled-In Technical Bid (as mentioned above) at 15:30 hrs.
Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone.
Venue of physical submission of Tender fees, Tender guarantee and Technical Bid	General Manager- Contract, Gujarat Metro Rail Corporation (GMRC) Limited (SPV of Govt. of Gujarat and Govt. of India) Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India
Tender Validity	90 days from the last day of submission of tender
Award of work	The technically compliant agency/bidder offering the highest discount will be considered as H1 quote for award of work.
Performance Security/Security Deposit	10% of Estimate Value
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 MSEs (Micro and Small Enterprises) Act 2012 and amendment thereof, the firms registered under MSEs / NSIC (i.e. National Small Industries Corporation) are exempted in submission of Tender Fees and Tender Security subject to submission of valid registration certificate under appropriate category as applicable 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.

Signature & Stamp of Bidder (Authorised Person from Bidder)

1.1.3. Eligible Applicants

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, Limited Liability Partnership) who meet requisite eligibility criteria prescribed in Section - II. **The submission in JV / Consortium is not allowed**
- ii. (a) A tenderer shall submit only one bid in the same tendering process, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified.
(b) Tenderer is not blacklisted / banned by any Government department / Autonomous Organisation etc. or prosecuted by any court of law.
(c) Tenderer must not have suffered bankruptcy/ insolvency during the last 5 years. The tenderer should submit undertaking to this effect in Annexure-4.
- iii. If there is any misrepresentation of facts with regards to undertaking submitted vide Annexure-4 the same will be considered as "fraudulent practice" the tenderers will be rejected and shall be debarred from participating in future tenders for a period of 1 year.

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: 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, Minimum Eligibility Criteria
 - Section – III, Tendering Process
 - Section – IV, Instruction to Bidder
 - Section – V, Scope of work
 - Section – VI, Condition of Contract
 - Annexure – 1 to 8
- (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. Our Contact person for this

Signature & Stamp of Bidder (Authorised Person from Bidder)

tender is GM (Contract.) with mail-ID snehal.shah@gujaratmetrorail.com Telephone +91 79 23248572, Extension 527

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

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – II, MINIMUM ELIGIBILITY CRITERIA

1. The Agency must have worked for Advertisement/Notification related services with at least three (03) PSU / Govt. clients in last 7 years.
2. The Agency must have Indian Newspaper Society (INS) accreditation and must be valid as on the date of submission of tender and should be valid for the mentioned contract period. A letter/certificate regarding the same shall be submitted.
3. The Agency should have office operating in Ahmedabad / Gandhinagar.
4. **Financial Standing**

The Average Annual Turnover of last 3 Financial Years (FY 2022-23, 2023-24 & 2024-25) of the bidder should be minimum. INR 1,92,00,000. /- (Rupees: One Crore Ninety-Two Lakh Only) from **Advertisement services**. The Turnover should be certified by the Statutory Auditor/Chartered Accountant

Financial data for latest last three audited financial years has to be submitted by the tenderer in **Annexure- 2** 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 **Annexure- 8**. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation.

5. **Submission of Undertaking by the Bidder on the following as per Annexure 4:**

- No existing litigation.
- Never blacklisted, terminated by any client in India
- The bidder never filed any law suits or requested arbitration with regard to any Contract within the last five years
- No judgment, claim, arbitration proceeding or suit pending or outstanding Against the bidder or its officers
- Bankruptcy was never filed by the bidder, its subsidiaries or its parent Companies
- The bidder was never cited by any regulatory agency for a safety violation in the last five years.

Other Submissions:-

Apart from above mentioned submissions, bidder is required to submit the following documents in their qualification cum technical bid.

- a. Signed and stamped copy of Tender document as token of acceptance of all terms and conditions.
- b. IT Returns of last five years
- c. Copy of PAN, TAN, GST Registration number etc.

Notes:

The Bidder are advised to submit his Technical Bid both in Online and Physical in spiral / binder book with index, page numbering, sign and stamp on each and every page.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – III, TENDERING PROCESS:

Gujarat Metro Rail Corporation (GMRC) Limited (herein after referred to as GMRC or GMRC Ltd), A Special Purpose Vehicle (SPV) of Government Of India (GoI) and Government Of Gujarat (GoG) invites offer through E-Tendering in 2 (two) bids systems from reputed / authorized / experienced firms / companies stationed locally in Gandhinagar/Ahmedabad and engaged in the business of providing **Services of Advertisement** as per the requirements for GMRC's office for the period of **two (02) years**

Tender is invited in two parts i.e. **(1) Technical Bid (online and physical form) (2) Financial bid (online form only)**.

(1) Technical Bid (online and physical form)

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 superscribing 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 be marked as "Tender Fees and tender security",

Envelope – 2, should be marked as "Qualification cum Technical Bid" containing Documents as mentioned in Annexure –6. **The submissions in Envelope – 2 are to be given in spiral / binder book with index, page numbering.**

Envelope – 3, should be marked as "Tender Document" containing the unfilled copy of Tender Document signed and stamped 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, "Earnest Money(Tender Security) and Tender Fees", Envelope – 2, "Qualification cum 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 "**Tender for** "Engagement of Advertising Agency for Gujarat Metro Rail Project" which should be submitted both online and 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 **GM (Contract)** at office. The outer envelope shall be duly superscripted

The address of the Employer as follows,

General Manager – Contracts,
Gujarat Metro Rail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India),

Signature & Stamp of Bidder (Authorised Person from Bidder)

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

(ii) Name and address of the tenderer, Tender Notice No **GMRC/ADMIN/ADVERTISING AGENCY/2026** and Date 13-03-2026 and time of the opening of the tender

The successful bidder of the tender shall have to submit a Performance Guarantee in the form of DD/Pay Order/Fixed Deposit/Bank Guarantee of **10% of Estimate Value** to be drawn in favour of “**GMRC Limited**” within seven days from the issuance of LOA (Letter of Acceptance) with a validity of **90 days** beyond the expiry of contract agreement.

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

The bidder to ensure that submission of Technical Bid is to be made Online & in Physical form. There shall not be any change to technical bid submitted Online & Physical. **In case of any discrepancy in bidder’s submission of Technical Bid between physical and online form, the Technical Bid submitted online will prevail and will be considered for evaluation.**

(2) Financial bid (online)

Financial Bid is not to be submitted in physical form as it has to be filled up on the online portal <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 in Proforma prescribed in tender document as ‘Online financial proposal’ in **Annexure 3**.

The financial bid submitted by bidder shall remain valid and open for acceptance 90 days from the date of bid submission.

Bid Prices:

The Bidder shall quote maximum discount in percentage (in Figure) in Financial Bid (Annexure-3) on standard card rates of respective newspaper. Bidder shall fill/quote the percentage up to four decimal places only. Bidder shall also mention their quoted value in words in Financial Bid (Annexure-3). In case difference between value in Figure and in words, value quoted in Words will be Final. The discount offered will be considered for the entire contract period.

Bidders are advised to visit and assess the scope and requirements under the tender consciously. Discount so offered by a bidder shall be assumed to have been quoted after comprehensive assessment of the scope, quality and quantity of the work. The terms, conditions and notes under this chapter are guiding and thus bidder/s are advised to make its own assessment and after then to quote discount.

It shall be the responsibility of the bidder / tenderer to ensure that this technical bid to be submitted in Physical form and also uploaded on online on <https://gmrcnprocure.com> form. The financial bid to be submitted only online on e-tendering portal <https://gmrcnprocure.com> before the deadline of submission. **Non submission of any one of the above shall be considered as non-responsive and liable to be summarily rejected.**

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – IV, INSTRUCTION TO BIDDERS

(1) ONE BID PER BIDDER:

Each bidder shall submit only one tender either by himself/herself as sole. The submission in JV / Consortium is not allowed.

(2) COST OF BID:

The bidder shall bear all costs associated with the preparation and submission of the bid and GMRC will in no case, shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

(3) AMENDMENT TO BID DOCUMENT:

At any time, prior to the date of submission of bids, the GMRC Ltd. may for any reason, at its discretion, whether at its own initiative or in response to a clarification by a prospective bidder, modify the bid documents by amendments. The amendments/Corrigendum will be notified on GMRC / (n)Procurement website (i.e. <https://tender.nprocure.com>) and these amendments will be abiding to the bidders. Bidders are advised to visit GMRC / (n)Procurement website regularly for updates in this regards.

(4) EXTENSION OF TIME:

In order to give prospective bidders required time to take the amendments into action in preparation of their bids, GMRC Ltd. may at its discretion extend the timeline for submission of bid suitably.

(5) LANGUAGE:

Bids and all accompanying documents shall be in English as far as possible.

(6) FORM OF BID:

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representative of the Bidder. If the Bidder is partnership firm/company, the Form of Bid shall be duly signed by an authorized representative **who must demonstrate authority** for the same with an acceptable documentary proof. Signatures on the Form of Bid shall be witnessed and dated.

(7) CURRENCIES OF BID AND PAYMENT:

The bidder shall submit price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees only.

(8) RIGHT TO VARY QUANTITIES:

GMRC reserves the right at the time of award of the contract or during the contract period to **increase or decrease the quantity/ Scope of work** in the schedule of requirements without any change in unit price quoted by bidder which shall be abiding to bidder.

(9) RIGHTS IN INTELLECTUAL PROPERTY AND MATERIAL:

All the rights relating to the trademarks, copyrights, intellectual property rights in respect of any type of work done by the agency on behalf of GMRC and paid for by GMRC shall vest with GMRC

(10) RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

GMRC Ltd. does not bind itself to accept the bidder's H1 quote or any other bids and has the right to cancel the bidding process and reject all bids or some bids or single bid at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the

Signature & Stamp of Bidder (Authorised Person from Bidder)

affected bidder/bidders on the grounds for the company's action. The H-1 shall be decided for based on the highest discount rate offered by the agency.

(11) Tender Fee and Earnest Money Deposit (EMD)

Tender Fees: - Demand Draft or Pay-Order of **Rs.25,000/- (Rupees: Twenty Five Thousand Only)** **Non refundable** as Tender Fees to be drawn in favour of “**GMRC Limited**” payable at Gandhinagar on or before the last date and time of submission.

Tender Security/EMD of Rs. 2,40,000/- (Rupees: Two Lakh Forty Thousand Only) in the form of Demand Draft / Pay-Order / Fixed Deposit / Bank Guarantee to be drawn in favour of “Gujarat Metro Rail Corporation (GMRC) Limited”, payable at Gandhinagar/Ahmedabad on or before the last date and time of submission. For FD/BG, validity must be for 120 days (90 + 30 days) from the last date of bid submission.

- (a) Technical bid without Undertaking for EMD, Tender fees shall be summarily rejected.
- (b) EMD of the unsuccessful bidders will be returned to them after Issue of LOA to successful Bidder.
- (c) No interest will be paid to the bidders on EMD submitted.
- (d) EMD of the successful bidder shall be returned on receipt of Performance Guarantee and after signing the Contract Agreement.
- (e) EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- (f) EMD shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Guarantee within the time frame specified by GMRC Ltd.

(12) The Technical Bid should consist of the following documents as per Annexure-6:

- a. The Bidder shall submit all relevant documentary evidence/certificates in support of meeting the Minimum Eligibility Criteria as stipulated in Clause 1.1.3.2.
- b. All supporting documents, including but not limited to PSU client certificates, billing details, INS accreditation certificate, and proof of office at Ahmedabad/Gandhinagar, must be duly self-attested and submitted along with the bid.
- c. Signed & stamped copy of PAN card of the Agency/Firm/Company under Income Tax Act. Selfattested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm/any other firm and if partnership firm/company, names addresses and telephone numbers of all Directors/Partners along with **Annexure-1**.
- d. Signed & stamped copy of SGT registration number and GST return data of last 3 months.
- e. Proof of Annual turnover of last three financial years as stated in Minimum Eligibility Criteria. It should be supported by audited P&L statement or Balance sheet copy or CA certificate of the turnover.

(13) Submission of Tenders: Refer: Section – III, TENDERING PROCESS:

It shall be the responsibility of the bidder / tenderer to ensure that this tender (i.e. **Technical Bid**) is submitted in physical form & is also to be uploaded online <https://tender.nprocure.com>. and **Financial Bid** is to be filled up on the online portal <https://tender.nprocure.com> before the deadline of submission. Non submission of any one of the above submission shall be considered as non-responsive and liable to be summarily rejected

(13) BID OPENING AND EVALUATION:

Signature & Stamp of Bidder (Authorised Person from Bidder)

- (a) The tender committee of GMRC will open the Technical / Financial Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- (b) The bid of any bidder who has not complied with one or more of the conditions prescribed in the tender document will be summarily rejected.
- (c) Conditional Bids will also be summarily rejected.
- (d) To assist in the examination, evaluation and comparison of Financial Package, the GMRC may ask Tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by Tele-fax, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer/ Employer during the evaluation of tenders.
- (e) Financial bids of only the technically qualified bidders will be opened online.
- (f) It may be noted that Non-submission of Tender fees & Tender Guarantee will liable to reject the tender submission.
- (g) **Overall H1 will be calculated as mentioned below with reference to Annexure-3, where, bidder has to quote maximum discount in percentage on standard card rate of respective newspaper.**

(14) ISSUANCE OF LETTER OF ACCEPTANCE (LOA) AND AWARD OF CONTRACT:

- (a) Prior to the expiration of the bid period, GMRC will notify the successful bidder in writing by issuing Letter of Acceptance (LOA) through e-mail that its bid has been accepted.
- (b) The issuance of Letter of Acceptance (LOA) shall constitute the intention of GMRC to enter into an agreement with the successful bidder.
- (c) Upon issuance of LOA, the successful bidder shall submit Performance Guarantee of 10% of Estimate Value in conformity with the bid documents, in stipulated time period which is within 7 (Seven) days from the issuance of LOA). Thereafter a contract in accordance with the tender terms will be executed between the successful bidder and GMRC on suitable stamp and after that EMD will be released.
- (d) In absence of Contract Agreement, The duly accepted Letter of Acceptance signed by authorized parties (i.e. GMRC & Agency) shall be treated as Contract Agreement.

(15) CANCELLATION OF LETTER OF ACCEPTANCE:

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in the form of Bank Guarantee / Demand Draft in stipulated time (within seven days of issuance of LOA) shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in such case GMRC may make the offer to any other bidder at its only discretion or may call for new bids.

(16) POST BID CLARIFICATION:

No post bid clarification at the initiative of the bidders shall be entertained. Any effort by the bidders to influence the GMRC in its bid evaluation, bid comparison or award of the contract shall be resulted into rejection of the entire bid.

(17) Clarification of Tenders

Signature & Stamp of Bidder (Authorised Person from Bidder)

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders.

(18) Fraud and Corrupt Practices

- (a) 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 RFP, 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 RFP, including consideration and evaluation of such Applicant's Proposal.
- (b) Without prejudice to the rights of the GMRC under Clause 3 (a) 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 RFP 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.
- (c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: "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;
- (d) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (e) "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;
- (f) "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

Signature & Stamp of Bidder (Authorised Person from Bidder)

Interest; and

- (g) "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.

(19) MISCELLANEOUS:

- (a) The bidder is expected to examine all the instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result into rejection of the bid.
- (b) GMRC may terminate the contract if it is found that the contractor/agency is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc. If the work completion certificate submitted by the bidder contains any negative/adverse remark, in that case the bidder will not qualify for the technical evaluation and the bid will be summarily rejected. Non submission of satisfactory work completion certificates will also lead to disqualification for the technical evaluation and the bid will be summarily rejected. The satisfactory work completion certificate submitted by bidder shall also include remarks of its respective clients/principal employer about no levying financial penalty or other major penalty to the bidder during his contract tenure. If any kind of financial penalty or any other major penalty levied to the bidder by its previous clients/principal employer is found, in such case the bidder will be disqualified at Technical Bid Evaluation stage.
- (c) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.
- (d) The Bidder shall check all the pages of tender document and in the event of discovery of any discrepancy or missing pages, the bidder shall inform GMRC and shall ensure to get all the details on time.
- (e) Bidder, who desire to avail further clarification in any aspect of the mentioned tender may submit query on clarification at snehal.shah@gujaratmetrorail.com within 10 days from the date of issuance of the tender. The clarifications and amendments, if needed will be issued within 5 days from the last date of query submission date. Queries after the stipulated time period i.e.10 days from the date of issuance shall not be considered in any case.
- (f) The decision taken by GMRC will be final and abiding to all the bidders in any aspect of the mentioned tender and the bidder shall have no claim in any form against GMRC Ltd.

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Section – V, SCOPE OF WORK

Scope of work & special conditions of contract

1. Agency shall design and develop all Financial, Legal, Statutory, Tender, Recruitment notices and shall release advertisements /notifications in local/national newspapers.
2. Agency shall translate contents in any Indian language including English and shall provide services for script writing, proof reading, and content development etcetera. No extra charges shall be paid to agency for design/art work.
3. The Agency shall prepare design as per content provided by GMRC according to respective newspaper's size/column. Agency shall follow standard practice for advertisements/notices in desired language by GMRC.
4. The Agency shall advertise/publish advertisements /notifications or notices in various newspapers within/outside the state as per requirement of GMRC.
5. The Agency shall publish advertisement or notices as per details and timelines given by GMRC.
6. The Agency shall keep all the information of GRMC CONFIDENTIAL and shall not divulge/divert the same to any outsider.
7. Agency shall provide the agreed card rates of size/column of respective newspapers with agreed discounts rates.
8. For major event/coverage, agency is expected to do proper negotiation for local and national level coverage in print media and provide special deals for designing & printing of publicity materials like brochures, leaflet and cards etcetera.
9. Agency shall provide DIPR/DAVP rates whenever possible for advertisements.
10. Agency shall provide authorized data of newspaper circulation at local, state and national level every month.
11. Agency shall confirm about the advertisement released in specified newspapers and also submit the hard copies of that newspapers to concern person/department.
12. Agency shall coordinate with GMRC officials for designing and printing of publicity materials at reasonable rates as and when required.
13. The agency should be sincere and prompt with all required information to avoid the delay or duplication of work.
14. Agency shall be required to execute the task given by GMRC even at the shortest notice and on holidays.

Deduction for Exceptions/Penalties:

1. In case agency fails to provide draft of design/art work in given times, Rs.5000/- shall be deducted from the agency's subsequent bills. GMRC shall have all the rights to cancel the given work at any time and no extra payment shall be made for cancelled work/content.
2. If agency fails to publish advertisement or notice on timelines given by GMRC, Rs.10,000/- shall be deducted per advertisement or notice for each newspaper from the agency's subsequent bills.
3. If agency fails to provide coverage as per order given by GMRC, suitable penalty as decided by CAO (Chief Administrative Officer) will be imposed and will be recovered from subsequent bill or performance guarantee of agency.

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4. If agency fails to provide publicity materials as desired by GMRC, suitable penalty as decided by CAO (Chief Administrative Officer) will be imposed and will be recovered from subsequent bill or performance guarantee of agency.
5. If as a result of post payment audit, any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the quotation, it shall be recovered by GMRC from The Agency.
6. GMRC will deduct the statutory tax, penalties, if applicable from each bill from time to time.
7. On any particular incident negatively affecting the working of GMRC, a suitable amount of penalty as decided by GMRC officials will be deducted from the agency's monthly bill/performance guarantee.
8. Penalty or Deduction may be recovered by GMRC from The Agency's subsequent bills without consent of the agency at GMRC's discretion.
9. Agency shall provide DIPR/DAVP rates whenever possible for advertisements/notifications.

Change in Terms and Conditions of Contract:

GMRC shall reserve all the rights to make changes in the terms and condition of contract by a notice in writing to the agency which shall be abiding to the agency and no representation in the said manner will be allowed/entertained.

Termination:

1. If the Agency fails to perform its duties/functions satisfactorily as directed by GMRC Admin from time to time. GMRC reserves the right to terminate the contract with agency at any point of time. In no event shall the agency be entitled to any prospective profits or consequential losses because of such termination.
2. The Contract shall be considered as terminated in the event of death of the owner of the agency and their legal heir will not have any right/claim towards the same. However, the legal heirs of the owner of the agency may continue working as per contract specifications for next three months. GMRC shall complete process to appoint the new agency during the mentioned period.
3. If Agency does not desire to continue the contract, in such case, it shall give three months' notice in advance to the Company and its security deposit shall be seized.
4. In addition to the any provision of this contract, GMRC can terminate the contract without providing any reason to the agency by giving one month notice in advance. No compensation shall be paid to the agency for the residual period after the cancellation of contract.
5. Failure by the Agency to comply with any statutory requirements and terms and conditions of this RFQ/contract document during the period of contract shall result in to termination of the contract and subsequent disqualification for participation in any future RFQ by GMRC. In such a case, the security deposit will also be forfeited.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – VI, CONDITION OF CONTRACT

1. DEFINITIONS

Engineer means General Consultants to GMRC or any person nominated or appointed from time to time by the GMRC for the purpose of the said Contract.

2. TERMS OF PAYMENT

Payments shall be made on monthly basis within 15 working days after submission of comprehensive bills in the succeeding months. The Agency shall submit the bills before 5th of every month along with below documents duly signed by agency.

- Order received by Admin Department.
- Quote discount approval copy
- Newspaper copy where advertisement or notice is published.

3. The Agency shall also strictly follow all statutory requirements and shall ensure due compliance regarding PF/EPF, labour wages etc. as applicable. All responsibility lies on Agency for safe completion of the work assigned to them in any respect.

4. Period of Contract:

The contract shall be valid for a period of 24 Months.

5. Performance Guarantee:

5.1 The Agency shall deposit Performance Guarantee of 10% of Estimate Value within 21 calendar days from the date of issuance of LoA in the form of DD, PO, a bank Guarantee or Fixed Deposit from nationalised bank payable at Gandhinagar/Ahmedabad and should be valid for a period of Ninety days after the date of completion of all contractual obligations. In case of extension of contract period the Bank Guarantee is to be extended further as per the requirement of GMRC Ltd. This Bank Guarantee shall be released only after 90 Days from the date of expiry of the contract.

5.2 In case, the successful agency has commenced the work from the date of LoA (Letter of Acceptance) but fails to submit the Performance Bank Guarantee (PBG) within the stipulated timeline, a penalty of INR 500 per day shall be imposed, subject to a maximum period of 60 days.

If the agency does not submit the PBG within this extended period, the employer will forfeit the EMD and levy the penalty for non-submission of Performance Bank Guarantee (PBG). Further, the employer will discontinue the work / service and cancel the Letter of Award (LoA) issued by GMRC

6. In case of breach of any terms and conditions stipulated in the contract, the Performance Security/Guarantee of the firm/company will be liable to be forfeited/encashed by GMRC besides annulment of the contract.

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7. Sub-Contracting

The Agency shall not sub-contract any part or whole contract or any activity mentioned in the tender/Contract to any sub-contractor

8. Change in Terms and Conditions/Contract

GMRC Limited shall reserve all the rights to make changes in the terms and condition of contract by a notice in writing to the agency which shall be abiding to the agency and no representation in the said manner will be allowed/entertained.

9. Taxes and levies

Income tax and any applicable Tax as per rules shall be deducted from each bill. GST will be reimbursed on submission of documentary proof.

10. Delays and extensions

If the completion of the whole work (or part thereof which is as per Contract required to be completed earlier) is likely to be delayed on account of:

- a) Any Force Majeure event as given in clause 11
- b) Increase in scope of work
- c) Any other event or occurrence, which according to GMRC is not due to the Agency's failure or fault and beyond his control.

GMRC may grant such extension in the period of completion of the work, as in his opinion is reasonable without any price escalation.

11. Force majeure

War, invasion, revolution, riot, sabotage, lockouts, lockdown, strikes, work shut down imposed by Government acts of legislative or other authorities, stoppage in supply of raw materials, fuel or electricity, breakdown of machinery by mob or mass, act of God, epidemic, fires, earthquakes, floods, explosives, accidents and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable controls of Agency and which shall directly or indirectly prevent completion of project within the time specified in the agreement, will be considered Force Majeure. GMRC shall grant necessary extension of completion date to cover the delays caused by Force Majeure without any financial repercussions.

12. Discount Percentage

The quoted discount rates shall be fixed during the contract period.

13. Termination

- a. If the Agency fails to perform its duties/functions satisfactorily as directed by GMRC Admin from time to time. GMRC reserves the right to terminate the contract with agency at any point of time. In no event shall the agency be entitled to any prospective profits or consequential losses because of such termination.

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- b. The Contract shall be considered as terminated in the event of death of the owner of the agency and their legal heir will not have any right/claim towards the same. However, the legal heirs of the owner of the agency may continue working as per contract specifications for next three months. GMRC shall complete process to appoint the new agency during the mentioned period.
- c. If Agency does not desire to continue the contract, in such case, it shall give three months' notice in advance to the Company and its security deposit shall be seized.
- d. In addition to the any provision of this contract, GMRC can terminate the contract without providing any reason to the agency by giving one month notice in advance. No compensation shall be paid to the agency for the residual period after the cancellation of contract.
- e. Failure by the Agency to comply with any statutory requirements and terms and conditions of this RFP/contract document during the period of contract shall result in to termination of the contract and subsequent disqualification for participation in any future RFP by GMRC. In such a case, the security deposit will also be forfeited.

14. Statutory Compliance with Laws, Regulations and Orders

The Agency shall comply with all applicable Indian Laws, decree, rules and regulations of government or any authorised agencies of any government in India and maintain valid record for verification of the statutory authorities as well GMRC Ltd. as and when required.

15. Dispute Resolution

15.1 In the event of dispute or difference arising between GMRC and the Agency, the same shall be discussed & solved amicably in the first instance.

15.2 Further, 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.

16. Applicable Law

The contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India and parties hereby agree to submit that the court at Ahmedabad / Gandhinagar, Gujarat shall have the exclusive jurisdiction to dispute if any arising between the parties to the Contract.

17. Confidentiality:

During the subsistence of contract, the agency may be provided with GMRC's proprietary information such as designs/logos/print-outs and other documents, embodying or referring to the 'confidential information'. It shall be the property of the GMRC and shall be used solely for assigned purposed and shall be handed over to GMRC upon completion of the Contract. The agency should not disclose such information to third parties and endeavor to protect it from being misused by itself as

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well as third parties. After the completion of the contract the agency shall cease / desist from further using such confidential information.

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ANNEXURE – 1, General information of tenderer

1	Name & Address of Firm/Agency	
	Telephone No. of Owner/Authorized Person of Agency	
	Constitution Proprietorship / Partnership / Pvt. Ltd.	
2	Registration No. of the Firm/ Agency	
3	Address (Head Office) of the Agency with Contact Person, telephone no. & Email Id	
4	Name, Designation, Address and Telephone No. of Authorized Person of Firm / Agency to deal with (Dedicated Resource for GMRC to coordinate with)	
5	PAN Card Number issued by Income Tax Department	
6	GST No.	
7	Details of Tender Fees	
	a) Amount	
	b) Instrument No.	
	c) Date of Issue	
	d) Name of Issuing Authority	
	Details of EMD	
	a) Amount	
	b) Instrument No.	
	c) Date of Issue	
	d) Name of Issuing Authority	

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder) Name, Designation and Address with seal

Note:

1. The bidder is advised to attach necessary copy document with reference to SN 1 to 7 of Annexure – 1 (i.e. Contact Details).

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ANNEXURE – 2, Experience & Financial Details

(A) Experience Details

SN	Particulars	Details to be provided by the bidder	Page number at which Documentary evidence Enclosed with Technical Bid
1	The details of at least three PSU / Govt. clients for advertisement work		
2	INS Accreditation Number and date of issue (Accreditation Certificate) of Indian Newspaper Society (INS) accreditation		
	INS valid up to		
3	Detail of office established in Gandhinagar / Ahmedabad		

B) Financial Detail

Description	FINANCIAL YEARS		
	2024-25	2023-24	2022-23
Annual Turnover (in INR)			
Average Annual Turnover (in INR)			
Name of Chartered Accountant (CA)			
Seal & Signature of CA			
Membership No. of CA			
UDI No. of CA			

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(c) other Submission

SN	Particulars	Details to be provided by the bidder	Page number at which Documentary evidence Enclosed with Technical Bid
1	IT returns of last three Financial Years		
2	Tender Security Annexure- 7		
3	Agencies black listed by any PSU / GoG in the past are not eligible to apply.		
4	Neither the agency nor any of the partners/owners/Directors have been prosecuted for any offence under any law.		
5	Unfilled tender document with Signed & Stamp by authorized signatory as token of acceptance of all terms and conditions		

Note:

1. The bidder is advised to attach the documentary evidence along with filled Annexure – 2 (A), as mentioned above.
2. The financial data in above prescribed format, Annexure –2 (B) shall be certified by Chartered Accountant in original under his signature, stamp, UDI No. and membership number
3. Audited P&L statement and Balance sheet for last Three years i.e 2022-23, 2023-24 & 2024-25.
4. In case audited balance sheet of the last financial year (i.e. 2024 – 25) is not made available by the bidder/agency, he has to submit an affidavit (**Provided in Annexure -8**) certifying that ‘the balance sheet has actually not been audited so far’. In such a case the financial data of previous ‘2’ audited financial years will be taken into consideration for evaluation.

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ANNEXURE – 3, Submission of Financial Bid Online Only

PROFORMA FOR FINANCIAL BID

1. Name of the Organization: _____

2. E-Tender Engagement of Advertising Agency for Gujarat Metro Rail Project

Work Description	Discount in (%) percentage (up to four decimal places only) on Standard card rates
Advertisements for various newspapers	

Note:

1. The discount quoted by agency will be applicable to all the newspapers. The agency's quote up to four decimal
2. The discount will be considered excluding all applicable taxes.
3. The agency is requested to submit the DIPR / DAVP rate separately wherever it is available in any nos. of newspapers.
4. The agency to quote maximum discount in percentage (in Figure) applicable on standard card rates of all newspaper. Bidder shall fill/quote the percentage up to four decimal places only.
5. The technically compliant agency/bidder offering the highest discount will be considered as H1 quote for award of work.

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE – 4, Undertaking

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
GMRC Limited,
Block No. 1, 1st Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar – 382 010

Name of the Firm / Agency _____

Dear Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of prevailing Food Safety and Standards Act, and any other applicable laws for providing tea/coffee services to your esteemed organization.
4. I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our agency doesn't have any existing litigation, never blacklisted and terminated by any client in India during last 3 Years.
5. I/We confirm that we, or any of our associate, have not been banned by GMRC/ any other Metro Organisation (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, as on the date of tender submission.
6. I/We confirm that we are not involved in any illegal activity and / or has not been charge sheeted for any criminal act during the last three years. I/ We have never filed any law suits or requested arbitration with regard to any contract within the last five years. No judgment, claim, arbitration proceeding or suit pending or outstanding against us or our officers. Bankruptcy was never filed by us, our subsidiaries or our parent companies. We were never cited by any regulatory agency for a safety violation in the last five years.
7. I / We hereby solemnly affirm and declared that My / Our firm / Company / Business entity is not blacklisted / Banned by any Government department / Autonomous Organisation etc. or prosecuted by any court of law.
8. I/We do hereby undertake that we have not suffered bankruptcy/ insolvency during the last 5 years.
9. It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice 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 and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been or will be, paid and that the tender price will not any such amount.
10. We here by confirm that, we have downloaded / read the complete set of tender documents 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 for this work placed upto 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.

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Date : _____

Name & Signature of Authorised Signatory

Note:

1. The above mentioned submission must be in ORIGINAL.

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ANNEXURE – 5, PERFORMANCE SECURITY (GUARANTEE) BY BANK

Tender No: GMRC/ADMIN/ADVERTISING AGENCY/2026

FORM OF BANK GUARANTEE FOR TENDER SECURITY / GUARANTEE

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

To,

The Managing Director

[Attn: GM (Contract)]

Gujarat Metro Rail Corporation (GMRC) Limited

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

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

Sector 10/A, Gandhinagar: 382010, Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

WHEREAS _____ (Name and address of the Agency) (hereinafter called “the Agency”) has undertaken, in pursuance of LOA No.: _____ for “**Tender for Engagement of Advertising Agency for Gujarat Metro Rail Project**” (hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by the Client in the said Contract that the Agency shall furnish the Client 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 Agency such a Bank Guarantee.

NOW THEREFORE

1. We hereby affirm that we are the Guarantor and responsible to the Client, on behalf of the Agency 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 Client, 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 Client needing to prove or to show grounds or reasons for its demand for the sum specified therein.
2. The Client shall have full rights whatsoever to encash this Bank Guarantee at any time during the validity of the guarantee and the Agency shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Client and any disputes / claim whatsoever in

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this regard shall only be settled by means of arbitration as provided for in the Contract and the Client's decision as to what amount is due to the Client from the Bank against the guarantee and as to Agency has committed breach of contract or not, shall be final and binding on the guarantor-Bank and the Agency 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 Client without the consent of the Agency and without referring the matter to the Agency.

3. The Bank further agrees that the Client shall be the sole judge as to whether the Agency is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any differences between the Client and the Agency, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Agency for any reason whatsoever.
4. In order to give effect to this Guarantee, the Client shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency 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 Client to proceed against the Agency before presenting to the Bank its demand under this Guarantee.
6. The Client 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 Agency contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Client against the Agency 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 Client, and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Client of the liberty with reference to matters aforesaid or by reason of time being given to the Agency or any other forbearance, indulgence, act or omission on the part of the Client 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 Client 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 Agency 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 Client 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 Agency'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 Client 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.

Signature & Stamp of Bidder (Authorised Person from Bidder)

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 Client 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 Client 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 -----

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE – 6, Guidelines for Technical Bid Submission

Below mentioned Documents to be submitted in Technical Bid along with covering page of below check list

<u>Sr No.</u>	<u>Documents to be Submitted</u>	<u>Yes or No</u>	<u>If Yes, Page no.at</u>
1.	Technical Bid		
a	Envelope – 1 (i.e. Tender fees and EMD)		
b	Envelope – 2 (i.e. Qualification cum Technical Bid)		
d	Signed & stamped copy of valid Registration Number of Agency under as per Shop & Establishment Act.		
e	Signed & stamped copy of GST registration number and GST return data of last 3 months.		
g	Proof of Annual turnover of last three financial years supported by audited P&L statement or Balance sheet copy or CA certificate of the turnover.		
h	Annexure -2 (i.e. Experience Details) Experience Certificates with summary in tabulated form - List with documents from the concerned organizations on its letterhead along with necessary contact details as mentioned in Annexure-2		
i	Annexure-1 (i.e. Contact Details)		
j	Annexure-4 (i.e. Undertaking) in Original		
k	Annexure-7 (i.e tender security)		
l	Annexure-8 (i.e Affidavit for Unaudited Balance Sheet)		
n	Envelope – 3 (i.e. Unfilled Signed and Stamped Tender Document)		

Note :

1. The bidder are advised to submit the Envelope –2 in spiral / binder book with index, page numbering, sign and stamp on each and every page of the Bid.
2. The submission in loose papers may hamper the evaluation process, hence bidder are requested to submit their bid as per above note.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure-7

FORM OF BANK GUARANTEE FOR TENDER SECURITY / GUARANTEE

(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 Metrorail 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 Contract “**Engagement of Advertising Agency for Gujarat Metro Rail Project**” [hereinafter referred to as “the Works”] pursuant to the Tender No: GMRC/ADMIN/ADVERTISING AGENCY/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, 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).

Signature & Stamp of Bidder (Authorised Person from Bidder)

4. 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
- 5 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.
- 6 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.

Signature & Stamp of Bidder (Authorised Person from Bidder)

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)

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure - 8

(Affidavit for Unaudited Balance Sheet)

(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