DEVELOPMENT AND CONSTRUCTION OF DEPOT INCLUDING OCC AND ASSOCIATED E&M WORKS NEAR SHELA OF AHMEDABAD METRO RAIL PROJECT

TENDER NO.: GMRC/CONS/DEPOT-2/2026

VOLUME – 1

NOTICE INVITING TENDER

Gujarat Metro Rail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)
Formerly known as Metro Link Express for Gandhinagar and Ahmedabad (MEGA) Co. Ltd.
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

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

TENDER NOTIFICATION No: GMRC/CONS/DEPOT-2/2026 **Date: 27-09-2026**

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

Tender Name	Tender Fees
Development and Construction of Depot Including OCC and Associated E&M Works near Shela of Ahmedabad Metro Rail Project	INR 25,000/-

Interested bidders are requested to visit https://tender.nprocure.com for eligibility criteria, applying/ downloading the tender document from **07-10-2026** onwards. Last date and time for Bid Submissions is 15:00 Hrs. on **21-11-2026**.

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

Director (P&P)
GMRC, Gandhinagar

TENDER NOTIFICATION NO: GMRC/CONS/DEPOT-2/2026
NOTICE INVITING TENDER

1.1.1 Name of Work & Scope of the work in Brief:

Gujarat Metro Rail Corporation (GMRC) Ltd. invites Open Tenders from eligible applicants, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work, **"**Development and Construction of Depot Including OCC and Associated E&M Works near Gyaspur Depot of Ahmedabad Metro Rail Project"

1.1.2 Key Details:

The details of the tenders are as follows:

(a) Tender No.	GMRC/CONS/DEPOT-2/2026
(b) Name of Work	"Development and Construction of Depot Including OCC and Associated E&M Works near Shela of Ahmedabad Metro Rail Project"
(c) Approximate cost of work	**INR 165.65 Crore (Excl. of taxes)**
(d) Completion period of Work	24 Months
(e)Tender documents on sale / download of Tender Documents	**From 07-10-2026 to 21-11-2026 (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 526/527
(f) Tender Fees* (Non-refundable)	**INR 25,000/-** (Twenty five thousand) only inclusive of GST Tender fee is to be paid online in GMRC's account through n procurement portal while submitting the bid. No other mode of payment will be accepted. The bidder is required to mentioned the payment reference no. of successfully submission of tender fees online. **(Copy of GST registration no. to be provided along with Tender fee)**
(g) Tender Security*	**INR 1.65 Cr.** Tender Security is to be submitted either online through n procurement portal or e-Bank Guarantee (e-BG) from any schedule bank in India. No other mode of payment will be accepted. Note: Bidders to note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/Consortium, the tender security can be either paid from JV/Consortium account or one of the constituent member of JV/Consortium. For further details, clause C18 of ITT may be referred.
(h) Last date of submission of queries/ Clarification from Tenderers	**18-11-2026 up to 17:00 hrs** • 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 mukesh.mandalia@gujaratmetrorail.com & snehal.shah@gujaratmetrorail.com) The bidder shall submit their queries to above mentioned mail id
(i) Pre- bid Meeting to be held through Video Conferencing / online on	**19-11-2026 at 11:30 hrs.**
(j) Last date and time of submission of E-Tender (Technical & Financial Bid online)	~~21-11-2026, 15:00 Hrs~~ **07-12-2026, 15:00 Hrs**
(k) 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.
(l) Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone.
(m) Contact Person	**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
(n) Tender Validity	180 days from the last day of submission of tender
(o) Performance Security/ Security Deposit	10% of accepted value of work (LOA), Refer GCC 4.2
(p) GMRC Account Details (Only for issuance / preparation of E-Bank Guarantee for tender security)	Refer Annexure – 21 of ITT

* 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.

1.1.3 QUALIFICATION CRITERIA

1.1.3.1 Eligible Applicants:

i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract. Also, each member shall be individually responsible for its duties as specified in the MOU/JV Agreement submitted by the bidder in terms of Clause 1.1.3.1 (vii)(d).

Performance of each JV/Consortium partner shall also be judged on quarterly basis. In case, the performance of the partner(s) 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. In case of part termination of contract, the Performance Security(ies) submitted by the member(s) for their portion of work in contract as per their share in JV/Consortium shall be forfeited and the scope of the work/duties assigned to the defaulting JV/Consortium member(s) as per the MOU/Agreement submitted, may be terminated, however, same may be done by the Employer only if other member(s) of JV/Consortium are ready to complete the entire scope of work. In such a case, remaining works pertaining to the scope of defaulting member of JV, may be completed by other member(s) of JV in the following manner: -

(a) At their own, if they have adequate technical competence to the satisfaction of Employer.

(b) By subcontracting such scope of work of defaulting member(s) to technically competent Agency with the consent of Employer & without any financial implication to the Employer. In such cases, the limit of subcontracting the works up to 50% of total scope of work shall not apply.

(c) By induction of new member having adequate technical competence and meeting the original tender eligibility conditions, acceptable to the Employer in JV/Consortium replacing the default members(s) & without any financial implication to the Employer. The new member(s) shall be jointly and severally liable for the performance of the whole contract and also shall submit the Performance Security from their bank account for an amount equivalent to the amount of forfeited amount of Performance Security of defaulting member.

In case of i(a) and I(b) above, forfeited amount of Performance Security(ies) of the defaulting member(s) shall be submitted by other member(s) of the JV/Consortium.

Further the performance of each of JV/Consortium member may also be specifically stated in the Work experience Certificate / performance Certificates which may be issued to the bidder during or after execution of Work for their Business Development purposes. In this regard, an undertaking by JV/Consortium members is required to be submitted as per the format Appendix-6A of Form of Tender

ii. (a) A non-Indian is permitted to tender only in a joint venture or consortium arrangement with firms that are registered or incorporated in India with minimum participation interest of 74% or their wholly owned Indian subsidiary registered in India under Companies Act-2013 with minimum 74% participation. Indian contractor/Indian subsidiary to be lead member of JV/Consortium. This will be applicable in case of participation of non-Indian firm.

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

iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
(a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for / on implementation of the project;

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

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

iv. Not Used

v(a). GMRC/ any other Metro Organisation (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries/any other 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-19** of Form of Tender.

v(b). Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by GMRC / any other Metro Organisation (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.

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

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

v(e).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-28** 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

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

v(g). If there is any misrepresentation of facts with regards to undertaking submitted vide **Appendix-19**, or performance in any of the works reported in the **Appendix 19A**, or undertaking submitted vide **Appendix-20**, the same will be considered as "fraudulent practice" under Clause 4.28 (a) (ii) of SCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.28 (b) of SCC & 15.2 of GCC.

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

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

a) Lead partner must have a minimum of 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 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 value of INR 66.26 Crore** or more of similar nature as defined in clause 1.1.3.2 A of NIT in last 7years.The maximum The maximum nos. 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 partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium. However, in this tender for Civil works, a JV/Consortium to qualify, each of its partner (including non-substantial partners) must have experience of executing at least one Civil Work of Minimum Value in **INR 33.13 Crore** in last 07 years. The tenderer shall submit details of above works in the Performa of Appendix – 17 & 17A of FOT etc. as per Notes b), c), d) & g) of Clause 1.1.3.2.A of NIT.

c) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

d) The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV agreement/ MOU submitted vide foot note (d) of Appendix-6 of Form of Tender, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/ non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' (as the case may be), vide SCC clause 4.28 [a (ii) and (iii)] and acted accordingly.

Note:- The MOU may stipulates 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 in to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under SCC clause 4.28 (a) (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-6A of Form of Tender

e) The Employer in such cases, may in its sole discretion take action under clause 4.28 (b) of SCC against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in GMRC or take action to terminate the contract in part or whole under clause 15 of GCC as the situation may demand and recover the cost/damages as provided in contract.

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

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

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

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

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

a) Definitions:

i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

ii. Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). **Minimum local content for 'Class-I local supplier' shall be 90% for the subject tender.**

iii. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

iv. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% for the subject tender, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by DPIIT.

v. L1' means the lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

vi. 'Margin of purchase preference' means the maximum extent to which the price quoted by a class- I local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be **20%** for the subject tender.

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

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.

iv. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.

iv. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

d) Minimum local content and verification of local content:

i. The class-I local supplier/class-II local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

ii. In case of procurement for a value in excess of Rs. 10 crores, the class-I local supplier/ class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company or from a practising cost accountant or practising chartered accountant giving the percentage of local content after completion of works to the Engineer.

iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.

iv. Supplier/bidder shall give the details of the local content in a format attached as **Appendix-23** and **Appendix-24** of FOT duly filled to be submitted along with the technical bid. In case, bidder do not submit **Appendix-23** and **Appendix-24** of FOT duly filled along with their technical bid, local content shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except Global tender enquiries in terms of Clause 3(b) of Order No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

e) Complaints relating to implementation of Purchase Preference

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

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

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

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
(a). An entity incorporated, established or registered in such a country; or
(b). A subsidiary of an entity incorporated, established or registered in such a country; or
(c). An entity substantially controlled through entities incorporated, established or registered in such a country; or
(d). An entity whose beneficial owner is situated in such a country; or
(e). An Indian (or other) agent of such an entity; or
(f). A natural person who is a citizen of such a country; or
(g). A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or

2. Voting agreements;

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

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

1.1.3.2 Minimum Eligibility Criteria:

(A) Work Experience

(A1). The tenderers will be qualified only if they have successfully completed work(s), completion date(s) of which falling during last seven years ending last day of the month previous to the month of tender submission as given below:

i. At least one “similar work” * of value of **INR. 132.52** crore or more

OR

ii. Two “similar works” *each of value of **INR. 82.83 crore** or more.

OR

iii. Three “similar works” *each of value of **INR. 66.26 crore** or more.

*“**Similar works**” * for this tender shall be “the work of Pre-Engineering Building / Pre-fabricated steel structures, Building works for Metro Depots / Railway workshop / Railway yards / Metro stations / Airport or Commercial Building or Hospital Building or Industrial buildings (which includes spans > 10M) / Viaduct Construction (In Bridge, Flyover with spans > 10M)”.

Prime Contractor shall mean a tenderer who has executed works directly as a contractor / sub-contractor*, and not merely as Project Implementation Agency (PIA), supplier either individually or as a part of JV/Consortium. Works executed as PIA, Employer's Representative (ER), Project Management Consultancy (PMC), or as a material supplier shall not be considered for Qualification.

***Sub Contractors shall be considered eligible only if the following conditions are satisfied for the similar works submitted by them:

(i). They have been approved as a subcontractor by the employer of the main contractor for the work. A certificate in this regard from the employer of the main contractor should be submitted.

AND

(ii). They have done both the supply and execution work as a part of the scope of their work. A certificate from the employer of the main contractor issued directly to the subcontractor, stating that the works executed include both supply and execution work. This will be in addition to the submission of FOT in Appendix-17 which should be issued by the employer of the main contractor.

- If the tenderer is a JV/Consortium having foreign partner(s) and above work(s) have been executed by the foreign partner of JV/Consortium and the work(s) were done in the country of the foreign partner, then in addition to this the foreign partner must have executed works (which need not be similar in nature) of total put together of value **INR 66.26 crore** or more outside the country of the foreign partner.

(A2) Specific Experience (E&M Experience)

The tenderer shall have executed minimum one work E&M of value not less than **INR 18.57 Cr**. for Metro depots / Railway workshop / Railway yards / Metro stations / Airport or Commercial Building or Hospital Building or Industrial buildings (which includes spans > 10M) / Viaduct Construction (In Bridge, Flyover with spans > 10M) during the last seven years ending last day of the month previous to the month of tender submission

In case, if bidder(s) doesn't possess the above specific experience on their own as mentioned in 1.1.3.2 (A2), they may propose designated sub- contractor(s), fulfilling the above criteria, with necessary details in the Appendix 17 of FOT. The tenderer may propose minimum sub-contractor (Maximum up to three) having the experience mentioned as above. [i.e. 1.1.3.2 (A2)]. However, during the execution of work, the tenderer will obtain GMRC's approval while sub-contracting the above said works.

The contractor and the proposed subcontractor have to submit the notarised and signed MoU (Appendix 17A) on stamp-paper of INR 300 for execution of E&M Works /HVAC works / Fire Protection Works.

During the execution of work, if the subcontractor fails to perform the designated work then that sub-contractor is to be immediately replaced by another designated sub-contractor fulfilling the above criteria after approval of Engineer in Charge (EIC).

Notes:

a) Work experience of only substantial partner (partner with share of 26% or more in the JV / Consortium) shall be considered for evaluating of JV/Consortium.

b) The tenderer shall submit details of works executed by them in the Performa of Appendix-17 & 17A of FOT for the works to be considered for qualification of work experience criteria. Documentary proof of completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall also be submitted.

c) 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. The details to be furnished in Appendix – 17 & 17A along with the Engineer / Employer's certificate and other requisite details as mentioned in NIT/Tender Document. The Engineer / Employer's certificate for ongoing works should not be older than three months from the tender submission date.

d) In case of any composite work (work involving other than similar work also), value of successfully completed or substantially completed portion of similar work up to last day of the month previous to the month of tender submission shall be considered for qualification of work experience Criteria.

e) 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***
-5	***2020-2021***	***1.61***	***1.10***

f) In case of Joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered. This is to be substantiated with documentary evidence.

g) If the above work(s) i.e. “Similar Work” comprise other works, then client’s certificate clearly indicating the amount of work done in respect of the “similar work” shall be furnished by the tenderer in support of work experience along-with their tender submissions.

h) After opening of financial bids, the work experience credentials (work experience certificate along with other documents if any) of L-1 bidder may be sent for verification and certification to the concerned client(s). In case of any concealment or misrepresentation of facts, appropriate action(s) in accordance with Tender Conditions shall be taken as deemed fit.

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

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

This shall be seen from the last audited balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference (as per proforma given in Annexure – 8 of ITT), should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **Rs 11.04 Crores** for this contract, net of applicant’s commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

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

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

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

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

(ii) **T2 - Profitability:** Profit before Tax should be Positive in at least 2(two) year, out of the last five audited financial years. In Case of JV/Consortium: The profitability of only lead member shall be evaluated.

(iii) **T3 - Net Worth:** Net Worth of tenderer during last audited financial year should be **≥ Rs 16.57 Crores.** In Case of JV/Consortium- Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV/Consortium will be = $\frac{AM+BN}{100}$

(iv) **T4 - Annual Turnover:** The average annual turnover from construction of last five financial years (2025-2026, 2024-2025, 2023-2024, 2022-2023 & 2021-2022) should be **≥ Rs. 66.26** Crores.

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

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV/Consortium will be = $\frac{AM+BN}{100}$

Notes:

a) Financial data for latest last five audited financial years has to be submitted by the tenderer in Appendix-18 of FOT along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

b) However, the tenderer including all substantial members of JV / Consortium should have been incorporated more than three years earlier from the last day of the previous month of tender submission end date. In this case, for such tenderer, the average annual turnover shall be arrived considering 'nil' turnover for the financial year(s) for which tenderer was not able to submit audited balance sheet on account of non-incorporation of tenderer. Such data shall be divided by 5 to work out the average annual turnover. In case balance sheet of the last year has not been audited so far, then data shall be divided by 4 to work out the average annual turnover.

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

1.1.3.3 Bid Capacity Criteria:

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

Available Bid Capacity = 2*A*N – B

Where,

A = Maximum of the value of Civil works executed in any one year during the last five financial years (updated to last day of the month previous to the month of tender submission price level assuming 10% inflation for Indian Rupees every year and 2% for foreign currency portions per year, on compounding basis).

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

B = Value of existing commitments (as on last day of the previous month of tender submission) and on-going construction works to be completed during period of **24 months** w.e.f. from the first day of the month of tender submission.

Notes:

a) Financial data for latest last five financial years has to be submitted by the tenderer in Appendix -15 of FOT along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original with membership number and firm registration number.

b) Value of existing commitments for on-going construction works during period of 24 Months w.e.f. from the first day of the month of tender submission has to be submitted by the tenderer in Appendix – 16 of FOT. These data shall be certified by the Chartered Accountant with his stamp and signature in original with membership number and firm registration number.

c) In the case of a group, the above formula will be applied to each member to the extent of his proposed participation in the execution of the work. If the proposed % participation is not mentioned then equal participation will be assumed.

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

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

Bid Capacity of the JV / Consortium / Group = 0.7X + 0.3Y

1.1.3.4 The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.1.3.2 A & B to 1.1.3.3 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 to 1.1.3.3 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT. Any other submission that changes substance of bid cannot be asked during the evaluation process, only submission with tender is valid for evaluation.

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

1.1.4 (a) Tender Documents comprises of following:

Volume 1
Notice Inviting Tender
Instructions to Tenderers (including Annexures)
Form of Tender (including Appendices)
Volume 2
General Conditions of Contracts
Special Conditions of Contract
Condition of Contract on Safety & Health & Environment
Volume 3
Employer's Requirement (including Scope of Work & Appendices)
Volume 4
Technical Specifications (Civil Structure, PHE, Architecture and E&M works)

Volume 5
Tender Drawings
Volume 6
Bill of Quantities

1.1.4 (b) Tenderers are advised to note that GMRC has invited two nos. of bids of "Development and Construction of Depot" works:

SN	Tender no.
1	GMRC/CONS/DEPOT-1/2026
2	GMRC/CONS/DEPOT-2/2026

The maximum number of contracts to be awarded to a single firm or Joint Venture / Consortium out of SN 1 to 2 as above shall be one (1) only . The further details of award of work may refer to Clause F of ITT.

1.1.5 The contract shall be governed by the documents listed in Para 1.1.4 above along with latest edition of CPWD Specification, IRS Specifications & MORTH Specifications. These may be purchased from the market.

1.1.6 The tenderer may obtain further information/clarification, if any, in respect of these tender documents from the office of **GM/Contract, Gujarat Metro Rail Corporation (GMRC) Ltd.** (SPV of Govt. of Gujarat and Govt. of India) ,Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar:-382010, Gujarat, India. The tenderer can download the entire tender document along with Addendum and Clarification (if any) on e-tendering portal https://tender.nprocure.com.

1.1.7 All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in Clause. E 4 of "Instructions to Tenderers" and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.

1.1.8 The intending tenderers must be registered on e-tendering portal https://tender.nprocure.com. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.

1.1.9 The authorized signatory of intending tenderer, as per Power of Attorney (POA), must have Valid digital signature for signing and uploading tender on https://tender.nprocure.com.

1.1.10 Submission of online Tender (i.e. Technical bid and Price bid) after due date and time shall not be accepted under any circumstances. It shall be the responsibility of the bidder / tenderer to ensure that the submission of technical and price bid on e-tendering website https://tender.nprocure.com before the deadline of submission.

1.1.11 Tenders shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause C18 of ITT.

1.1.12 GMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the GMRC for rejection of his proposal.

1.1.13 If any Scheduled event(s) of tender activity falls on public holiday, then the same will be conducted on the next working day at the same mentioned time.

1.1.14 Tenderers are advised to keep in touch with e-tendering portal https://tender.nprocure.com. and GMRC's website www.gujaratmetrorail.com for any updates, Addendum, Clarification, etc.

1.1.15 Our Contact person for this tender is GM - Contract with mail-ID mukesh.mandalia@gujaratmetrorail.com & snehal.shah@gujaratmetrorail.com Telephone +91 79 23248572, Extension 526/527.

1.1.16 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 - Division of GNFC Ltd.,
(n)Procure Cell
304, GNFC Infotower, S.G. Road
Bodakdev, Ahmedabad - 380054 (Gujarat)
Toll Free : 7359 021 663
Email: nprocure@ncode.in
Fax : +91-79-40007533
E-mail : nprocure@ncode.in

1.1.17 Operating System & System Requirements:-

Computer: Win 8.1 or higher
Java Runtime Environment (JRE): Ver 1.8 and above
Full Administrative Rights: For Network/ Corporate User
PKI Component: 32 Bit /64 Bit
Supported Browser: Google Chrome/ Microsoft Edge/ Mozilla Firefox (Preferably Latest Version)
Internet Connection: Preferably High Speed
Digital Signature Certificate Legally valid class 3.