Gujarat Metrorail Corporation (GMRC) Limited

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

RFP No. GMRC/Consultant/Labour Law/2026
Date: 19-11-2026

APPOINTMENT OF LABOUR LAW CONSULTANT FOR GUJARAT METRO RAIL PROJECT



Issued by

Gujarat Metro Rail Corporation (GMRC) Limited

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

Formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd.

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

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

Corporate Identification No (CIN): U60200GJ2010SGC059407

Website: www.gujaratmetrorail.com

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Disclaimer

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

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

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

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

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

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

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

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

Press Notification:

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

TENDER NOTIFICATION No: GMRC/Consultant/Labour Law/2026 **Date: 19-11-2026**

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

Tender Name	Tender Fees
"Appointment of Labour Law Consultant for Gujarat Metro Rail Project"	INR 5,000/-

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 10-12-2026.

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.

GM (HR), GMRC,
Gandhinagar

INVITATION FOR PROPOSAL

1. INTRODUCTION

GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED invites Open Tenders under single stage, two packets system from agencies, who fulfil qualification criteria as stipulated in Minimum Eligibility Criteria, for the Appointment of Labour Law Consultant for Gujarat Metro Rail Project.

1.1 Background

1.1.1 Gujarat Metro Rail Corporation (GMRC) Limited was incorporated by the Government of Gujarat to implement Ahmedabad Metro Rail Project, Phase - 1. The Company was restructured and with effect from 20th March 2015, the company has been converted into 50:50 SPV of Government of India and Government of Gujarat.

GMRC is implementing Ahmedabad Metro Rail Project Phase - I, Phase – II and Surat Metro Rail Project Phase - I (the "Project") with an objective of providing safe, fast and eco-friendly transportation services to the public at affordable rates while simultaneously reducing congestion on roads.

1.1.2 Key Details:

The details of the tenders are as follows:

A. Tender No.	GMRC/CONSULTANT/LABOUR LAW/2026
B. Name of Work	"Appointment of Labour Law Consultant for Gujarat Metro Rail Project"
C. Completion Period / Tenure of Work	12 months (Further extendable to 12 months based upon the performance of successful agency)
D. Tender Fees (Non-refundable)	INR 5,000/- only inclusive of GST (Rupees: Five Thousand only) 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 mention the payment reference no. of successful submission of tender fees online.
E. Tender Guarantee /EMD Amount (Refundable after award of work)	INR 40,000/- 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.
F. Last date of submission of queries/ Clarification from Tenderers	25-11-2026 up to 17:00 Hrs • Queries/clarifications from bidders after due date and time shall not be acknowledged. • The bidder shall submit their queries to above mentioned mail id in excel / word format.
G. Pre-bid Meeting to be held through online	26-11-2026, 11:30 Hrs 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 and snehal.shah@gujaratmetrorail.com on or before 25-11-2026

	Pre-bid Meeting Link will be shared to interested applicants for participating in the pre-bid meeting.
H. Last Date and time of submission of E-Tender (Technical & Financial Bid online)	**10-12-2026, 1500 Hrs**
I. Opening of Technical Bid	On the last day of submission of Filled-In Technical Bid at 15:30 Hrs (IST)
J. Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ letter.
K. Evaluation	The technical and financial evaluation will be in accordance with Clause 3.4, Para 6.9.2 of QCBS taking weightage of technical proposal 70% and financial proposal 30%.
L. Tender validity	90 days from its submission date
M. Bid Security validity	90 + 30 = 120 days from the last date of submission of Bid.
N. Performance Guarantee	5% of Contract Value

*As per MSME Act 2012 and amendment thereof, any firms who are specifically registered for tendered stores as per specification of Tender Enquiry under MSME / NSIC (i.e., National Small Industries Corporation) are exempted in submission of Tender Fees and Tender Security subject to submission of valid registration certificate as on the date of tender submission.

In case the bidder who has been exempted Tender Cost / Tender Security being Micro & Small Enterprises / NSIC (i.e. National Small Industries Corporation), and;
(i) Withdraws his Tender during the period of Tender validity; or
(ii) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
(iii) refuses or neglects to execute the contract; or
(iv) fails to furnish the required Performance security within the specified time,

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

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

Notes to Bidders:

(a) The tenderer may download the tender document along with Addendum / Clarification (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.

(b) 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.

(c) 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, Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar – 382010, Gujarat, India, Gujarat. Contact No. 079-232-48572, Ext. no. 526 / 527 email id: mukesh.mandalia@gujaratmetrorail.com and snehal.shah@gujaratmetrorail.com.

(d) 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.

(e) GMRC also does not bind itself to accept the lowest rate / Highest rank bidder. GMRC shall award the work after evaluation looking into feasibility, capacity and competency of the agency.

(f) 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.

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

1.1.3 In pursuance of the above, the GMRC has decided to carry out the process for selection of a qualified and experienced entity (the consultant) for Labour Law Consultant for Gujarat Metro Rail Project. The successful agency / consultant will carry out the works in accordance with Terms of Reference specified at Section – III, Scope of Work /ToR.

1.2 Request for Proposal

The GMRC invites Proposals (the "Proposals") for selection of Labour Law Consultant, who shall ensure the following works;

(a) Continuously identify all labour law compliances applicable to GMRC

(b) Advise the management on such Statutory compliances,

(c) Preparation and filing of monthly/quarterly/half-yearly/yearly returns as applicable with the various labour law authorities on regular basis.

(d) Preparing and filing replies to various notices issued by various labour law authorities

(e) Liasioning with various government departments / authorities in connection with labour law compliances

(f) Other activities as mentioned in ToR / Scope of Work

1.3 Due diligence by Applicants

The Agency / Applicants are encouraged to inform themselves fully about the assignment / work before submitting the Proposal.

1.3 Tender Fee

The Agency shall submit a bid processing / tender fee of Rs. 5,000/- only along with the tender submission. The 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 mention the payment reference no. of successful submission of tender fees online.

The copy / transaction details of online payment of tender fees shall be uploaded online as evidence of payment of tender fees. The bidders will be required to upload scanned copies of transaction of payment of tender fee/tender document cost including e-receipt to be uploaded in online bid submission. The bidder to note that the tender fees in physical mode shall not be accepted.

1.4 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date / Bid Submission date.

1.5 Brief description of the Selection Process

The GMRC has adopted a Single stage two envelope bidding (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified in Clause 3. Based on the technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3 A, B & C. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for award of contract (the "Selected Applicant / Consultant") while the second ranked Applicant will be kept in reserve.

1.6 Payment to Consultant / Agency

All payments to the Successful Agency shall be made in INR in accordance with the provisions of this RFP.

1.7 Pre-Proposal Conference / Pre bid Meeting

A pre-proposal conference will be scheduled online for the bid. The bidders can email their queries at: mukesh.mandalia@gujaratmetrorail.com and snehal.shah@gujaratmetrorail.com,. GMRC will respond to the queries in accordance to the timelines given under Clause 1.1.2 of this RFP.

1.8 Communications

1.8.1 All communications including the submission of Proposal should be addressed to:

GM (Contract)
Gujarat Metrorail 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
mukesh.mandalia@gujaratmetrorail.com and snehal.shah@gujaratmetrorail.com

1.8.2 The information related to RFP can be found on website of Gujarat Metro Rail Corporation Limited at http://www.gujaratmetrorail.com and on N Procurement portal (i.e. https://tender.nprocure.com)

1.8.3 All communications, including the envelopes, should contain the following information, to be Marked as

RFP / Tender no. GMRC/CONSULTANT/LABOUR LAW/2026
"Appointment of Labour Law Consultant for Gujarat Metro Rail Project"

1.8.4 Corrigendum / Addendum / Clarifications

Any Corrigendum / Addendum / Clarifications issued by GMRC for the RFP shall be published only on GMRC's website (i.e. https://www.gujaratmetrorail.com) and N Procurement portal (i.e. https://tender.nprocure.com). No separate information shall be communicated to individual bidders.

1.8.5 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.

1.8.6 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.

1.8.7 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.

1.8.8 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
14th Floor, GIFT ONE TOWER, Road 5C, Zone 5
GIFT CITY, GANDHINAGAR - 382355 (Gujarat)
Toll Free : 7359 021 663 (9:30 AM to 8:00 PM)
Email : nprocure@ncode.in

1.8.9 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.

Section – I, Instructions to Tenderer

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in ToR / Scope of Work. The term applicant **(the "Applicant")** means the Sole Firm / Company as the case may be. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as individually (the "Sole Firm") in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. **The tenderer may note that participation in JV / Consortium is not permitted.**

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

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. The submission of technical & financial proposal are mentioned as below;

(a) Technical Bid (signed and scan copy) is to be submitted online at https://tender.nprocure.com.

(b) Financial Bid is to be filled up on the online portal https://tender.nprocure.com as mentioned in financial bid submission. The format of submission of financial bid is similar to the Appendix-II of this document.

Upon selection, the Applicant/Bidder shall be required to enter into an agreement with the GMRC in the form specified at Appendix-I, Form 16.

2.1.4 **Deployment of Resources**

A suitable qualified resources / experts will require to be deputed at GMRC's office or at any other location specified by GMRC on requirement basis for necessary labour law compliance liaison, coordination, and other related activities under the Scope of Work.

2.2 Minimum conditions of Eligibility of Applicants / Bidders

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

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

a) The Applicant shall be any person i.e. Company, LLP, Partnership Firm, Proprietor, Public or any Private Organization etc. A copy of certificate of incorporation/Registration shall be furnished along with the bid in support of above.

b) The Bidders shall not be blacklisted by any Government Agency in India on or before the Due Date and time of Bid submission;

c) The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central / State Government, any PSU in India. ;

d) 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.

Ill. "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.

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

e) Purchase Preference to Local Suppliers / Preference to Make In India:

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

Any other instruction(s) or order(s) issued by Government in this regard shall be complied with by the tenderer. The Consultant shall also abide by any applicable order(s) or instruction(s) issued by Government of India for compliance in this regard. The minimum local content for this tender is 50%. An undertaking (Appendix - I, Form 13) in this regard to be given by tenderer while submitting the bid.

The Margin of purchase preference will not be applicable for the subject tender.

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

2.2.4 Any entity which has been barred by the Government of India, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.5 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

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

2.3 Conflict of Interest

An Applicant shall not have a conflict of interest. All Applicant 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.

2.4 Each Applicant, or any associate will be required to confirm and declare in the Tender submittal that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be paid and that tender price will not include any such amount.

2.5 GMRC may, at its discretion, extend this date for the submission of tender by amending the Tender Documents, in which case all rights and obligations of GMRC and the Tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday by GMRC or happens to be non-working day for GMRC due to any reason, then the next official working day shall be deemed as the date for submission of tender.

2.6 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. The tenderer may note that participation in JV / Consortium is not permitted.

2.7 Cost of Proposal

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

2.8 Acknowledgement by Applicant

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

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

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

2.10 Right to reject any or all Proposals

2.10.1 Notwithstanding anything contained in this RFP, the **GMRC** reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.10.2 Without prejudice to the generality of Clause 2.8.1, the **GMRC** reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered, or

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

B. DOCUMENTS

2.11 Contents of the RFP

2.11.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.13:

Request for Proposal
Invitation for Proposal
Section – I, Instructions to Tenderer
Section – II, Criteria for Evaluation
Section – III, Scope of Work
Section – IV, Conditions of Contract
Section – V, Technical & Financial Proposal

Technical Proposal, it includes;

Form 1: Letter of Proposal
Form 2: Particulars of the Applicant
Form 3: Statement of Legal Capacity
Form 4: Power of Attorney
Form 5: Abstract of Eligible Assignments of the Applicant / Experience of the bidder
Form 6: Eligible Assignments of Applicant
Form 7: Financial Capacity of the Applicant
Form 8: Proposed Methodology and Work Plan
Form 9: Undertaking for Corrupt & Fraudulent Practice
Form 10: Undertaking for Downloaded Tender Document
Form 11: Undertaking for Encashment / Forfeiture of Tender Security
Form 12: Undertaking for land border clause
Form 13: Undertaking for DIPP
Form 14: Form for seeking queries
Form 15: Form for Tender Security
Form 16: Contract Agreement
Form 17: Form for Performance Security
Form 18: Check List –for submission of Bid Online

Financial Proposal, it includes;

Form 1 : Covering Letter
Form 2 : Financial Proposal

2.12. Clarifications

2.12.1 Applicants requiring any clarification on the RFP may send their queries to the GMRC in writing, as per the form-19, before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

Queries/Request for Additional Information concerning RFP for "Appointment of Labour Law Consultant for Gujarat Metro Rail Project".

Alternatively, the queries can be e-mailed to the address given in the RFP. The **GMRC** will endeavor to respond to the queries within the period specified therein but not later than 14 (fourteen) days prior to the Proposal Due Date. The responses / clarifications will be uploaded on GMRC's website and N Procurement site (i.e. https://tender.nprocure.com).

2.12.2 The **GMRC** reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the **GMRC** to respond to any question or to provide any clarification.

2.13 Amendment of RFP

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

2.13.2 All such amendments will be binding on all Applicants.

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.14 Language

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

2.15 Submission of Proposal / Tender

(a) The bidder shall submit their tender on-line on e-tendering website (i.e. https://tender.nprocure.com)

(b) The bidder should log into the site well in advance for bid submission so that they can upload the

bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(c) The bidders will be required to upload scanned copies of transaction of payment of tender fee/Tender document cost and Tender Security at the time of online bid submission.

(d) Tender Security/EMD submitted after due date and time shall not be accepted and tenders of such tenderers shall liable to be rejected summarily.

(e) The technical bid comprises of scan copy of document as mentioned in Para C2.

(f) The financial template has been prepared on n procurement portal, the bidder will required to quote the bid online on https://tender.nprocure.com portal only.

(g) The Employer cannot take any cognizance and shall not be responsible for any delay in submission/ uploading of Tender. The Tenderer shall ensure that they had received receipt/acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online

(h) Online Submission

(i) The bidders will be required to upload scanned copies of transaction of payment of tender fee/Tender document cost and Tender Security at the time of online bid submission

(ii) The Employer cannot take any cognizance and shall not be responsible for any delay in submission/ uploading of Tender. The Tenderer shall ensure that they had received receipt/acknowledgement of their tender submission which is generated by the system itself on successful submission of tender online

(iii) Tender Security/EMD submitted after due date and time shall not be accepted and tenders of such tenderers shall be liable to be rejected summarily.

(i) Physical Submission

Deleted / Not required

2.15.2 Deleted

2.15.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink or digitally signed the document before scanning and submitting (in pdf format). All the alterations, omissions, additions, or any other change made on the printed/typed/written documents shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the **"Authorized Representative")** of the Agency. The agency will be required to submit the PoA / BR in favor of their authorized representative as detailed below:

(a) by the proprietor, in case of a proprietary firm; or

(b) by a partner, in case of a partnership firm and/or a limited liability partnership;

or

(c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

(d) JV / Consortium not applicable

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

2.15.4 Applicants should note the Bid Submission date, as specified in Clause 1.1.2, for submission of Bid. Except as specifically provided in this RFP or in the matters related to confirmation of legal aspects, no supplementary material will be entertained by the **GMRC,** and that evaluation will be carried out only on the basis of documents received by the closing time of Bid Submission Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the **GMRC** reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.16 Technical Proposal (Envelope – 1)

2.16.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the **"Technical Proposal").** While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

a) Tender Fees is submitted along with bid submission
b) The Bid Security (i.e., Tender Security / EMD) is provided;
c) The technical proposal in the formats at Appendix-I with necessary attachment.
d) Signed and Stamp Copy of Tender Document / RFP as token of acceptance of all terms and conditions
e) General PoA / BR in favor of authorized representative.

2.16.2 Failure to comply with the requirements spelt out in this Clause 2.16.1 shall make the Proposal liable to be rejected.

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

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

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

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

In such an event, the **GMRC** shall forfeit and appropriate the Bid Security / Performance Security as mutually agreed pre-estimated compensation and damages payable to the **GMRC** for, *inter alia,*

time, cost and effort of the **GMRC,** without prejudice to any other right or remedy that may be available to the **GMRC.**

2.17 Financial Proposal (Envelope – 2)

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

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

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

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

2.18 Submission of Technical Proposal

2.18.1 The Applicants shall submit the Technical Proposal in online form on N Procurement site (i.e. https://tender.nprocure.com). The due date for submission of the proposal is mentioned in 1.1.2 Key Details.

2.18.2 Deleted

2.18.3 The Bid Submission details including tender fees, EMD / Tender Guarantee and other submission to be made envelope wise are mentioned at para 2.13.

2.18.4 All documents which are to be submitted as scanned documents shall be typed or written in indelible ink (in the case of copies, legible photocopies are also acceptable and all the pages shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer before scanning and submitting (in .pdf/ .jpg/ .jpeg format), pursuant to sub-paragraph A4.1, as the case may be. All pages of the Tender, where entries or amendments have been made, shall be initialled and dated by the person or persons signing the Tender.

2.18.5 Documents submitted in Tender submission shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled and dated by the person or persons signing the Tender before scanning and submitting.

2.18.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate

documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.18.7 The rates quoted shall be firm throughout the period of performance of the assignment / period specified in RFP and discharge of all obligations of the successful agency under the Agreement.

2.19 Proposal Due Date / Bid Submission Date

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

2.19.2 The **GMRC** may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.20 Late Proposals

(a) Tenders have to be uploaded on e-tendering portal https://tender.nprocure.com before the due date and time of tender submission.

(b) Submission of Tenders shall be closed on https://tender.nprocure.com at the date & time of submission prescribed in Clause 1.1.2 after which no tender shall be accepted.

(c) GMRC will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The tenderers are advised to upload their submissions well before the due date and time of tender submission to avoid any problems and last minute rush.

(d) The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with paragraph 2.13, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended.

2.21 Modification/ substitution/ withdrawal of Proposals

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

2.21.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

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

2.22 Bid Security

2.22.1 Tender Security is to be submitted either online through n procurement portal or e-Bank Guarantee (e-BG) from any schedule bank in India in requisite format in favour of Gujarat Metro Rail Corporation (GMRC) Limited. The copy / transaction details or e-BG of online payment of tender security shall be uploaded

online as evidence of payment of tender security. No other mode of payment will be accepted.

In case of e-BG, the Tender Security shall remain valid for a period of 60 days beyond the tender validity period (i.e. 90+30=120 days) from the last date of submission of tender and with a provision that it shall be suitably extended on the request of GMRC.

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

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

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

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

(a) If an Applicant submits a non-responsive Proposal;

(b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;

(c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;

(d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or

2.22.5 **Performance Security**

The successful bidder shall furnish a Performance Security, in the form of a e-Bank guarantee valid for a period of 6 months beyond the completion period respectively, from a scheduled bank in India, for an amount equivalent to 5% (Five percent) of the contract amount mentioned in the letter of Acceptance, subsequent to acceptance of LoA by the successful Applicant. The Performance Security shall be furnished to the Employer within 21 (Twenty One) days of receipt of the Letter of Acceptance. The Applicant, by submitting its application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

(a) If an Applicant engages in any of the Prohibited Practices specified in Clause 3.1 of this RFP; and

(c) If the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.23 Evaluation of Proposals

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

2.23.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.23.3 Prior to evaluation of Proposals, the **GMRC** will determine whether each Proposal is responsive to the requirements of the RFP. The **GMRC** may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

(a) the Technical Proposal is received in the form specified at Appendix-I; (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
(c) it is accompanied by the Bid Security as specified in Clause 2.20.1 and RFP Processing fee.
(d) it is signed, sealed, bound together in cover and marked as stipulated in Clauses 2.13 and 2.16;
(e) it is accompanied by the Power of Attorney in original as specified in Clause 2.2.3;
(f) it contains all the information (complete in all respects) as requested in the RFP;
(g) it does not contain any condition or qualification; and
(h) it is not non-responsive in terms hereof.

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

2.23.5 The **GMRC** shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.23.6 After the technical evaluation, the **GMRC** shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. The date, time and venue will be notified to all selected Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The **GMRC** will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

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

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

2.24 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the

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

2.25 Clarifications

2.25.1 To facilitate evaluation of Proposals, the **GMRC** may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the GMRC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.25.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the **GMRC** may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the **GMRC.**

E. APPOINTMENT OF AGENCY

2.26 Negotiations

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

2.27 Indemnity

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

2.28 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the **GMRC** to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the issue of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the **GMRC** may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the **GMRC** on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

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

2.30 Commencement of assignment

The Consultant shall commence the Services from the issuance of LoA or as per the instruction of employer. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or

commence the assignment as specified herein, the **GMRC** may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the **GMRC** or submitted by an Applicant to the **GMRC** shall remain or become the property of the **GMRC.** Applicants and the agency, as the case may be, are to treat all information as strictly confidential. The **GMRC** will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the agency to the **GMRC** in relation to the inspection work shall be the property of the **GMRC.**

3. FRAUD AND CORRUPT PRACTICES

3.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this 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.

3.2 Without prejudice to the rights of the **GMRC** under Clause 4.1 hereinabove and the rights and remedies which the **GMRC** may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the **GMRC** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or 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.

3.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the **GMRC** who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the **GMRC,** shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution

of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the **GMRC** in relation to any matter concerning the Project;

(b) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the **GMRC** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

4. PRE-PROPOSAL CONFERENCE

4.1 There is pre-proposal conference scheduled for the study. The interested Applicants can mail the queries to GMRC prior to conference.

4.2 The **GMRC** shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

5. MISCELLANEOUS

5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.2 The applicant will not make or cause to be made any alteration, erasure or obliteration to the text of the RFP, Form, Annexures, Schedule etc..

5.3 The **GMRC,** in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Applicant in order to receive clarification or further information to support legal aspects;

(c) retain any information and/or evidence submitted to the **GMRC** by, on behalf of and/or in relation to any Applicant; and/or

(d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

5.4 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the **GMRC,** its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.5 All documents and other information supplied by the **GMRC** or submitted by an Applicant shall remain or become, as the case may be, the property of the **GMRC.** The **GMRC** will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential. The **GMRC** reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

5.6 GMRC reserve the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Section – II, Criteria for Evaluation

3.1 Evaluation of Technical Proposals

Proposals of only those Applicants who satisfy the Conditions of Eligibility (Clause 2.2-Instructions to Applicant) will be considered for detailed technical evaluation. In the first stage, the technical capability of the applicant will be evaluated and short listed.

3.2 The Technical Proposal will be evaluated based on the following criteria. Each of the parameters is detailed in the subsequent sections.

S. No.	Evaluation Parameter	Total Marks
A	Experience of the bidder	55 marks
B	Financial Capacity	30 marks
C	Quality of Bid: Approach & Methodology and Presentation	15 marks
	TOTAL	100 marks

A. Experience of the bidder

S. No.	Parameter	Marks	Total / Max. Marks
1	The firm should have experience in offering advice/consultation related to New labour code & applicable labour laws – ESIC Act, PF Act, Bonus Act, Minimum Wage Act, governing Contract Labour and matters related to statutory compliances and implementation of the Contract Labours Act, etc. (Refer Form no. 5 & 6)	• More than 10 Years of Experience: 10 marks • 5 to 10 Years of Experience: 5 marks • Less than 5 Years of Experience: 0 Marks (Bidder is required to submit the year wise experience certificate for claiming the total years of experience)	10
2	The firm must have experience of successfully completed work(s) during the 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 INR 16.14 Lacs or more. OR (ii) Two **similar works of INR 10.08 Lacs or more. OR (iii) Three **similar works of INR 8.07 Lacs or more. **"Similar Works" means work	-	25

	pertaining to compliance of labour laws which include offering advice / consultation related to labour laws – ESIC Act, PF Act, Bonus Act, Minimum Wage Act, governing Contract Labour and any other matters related to statutory compliances and implementation of the Contract Labours Act for any PSUs / Govt. Organizations / Reputed Private Organizations. (Refer Form no. 5 & 6)		
3	The firm must have experience of working as labour law consultant / labour law compliance auditor in any PSUs / Govt. Organizations / Reputed Private Organizations having more than 500 labours per project during the last seven years ending last day of the month previous to the month of tender submission (Refer Form no. 5 & 6)	• Per Project / Experience certificate 10 marks will be allotted up to 2 Projects / Experience certificate.	20
TOTAL			55 marks

Notes:

i. The experience of Government / PSU / Private sector Entities shall be considered for evaluation. The Applicant should provide details of only those Projects / Experience certificate that have been undertaken by it under its own name. The project reference used in SN 2 can be used at SN 3 subject to fulfillment of tender requirement.

ii. The ongoing labour consultant work will be considered (up to 30/11/2026) if more than 70 percent payment is made by client. In this case, the bidder has to submit the client certificate / CA certificate certifying the 70% payment has been made.

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

B. Financial Capacity

S. No.	Parameter	Marks	Total / Max. Marks
1	Profitability Profit before Tax Positive in at least one year out of last three financial. (i.e. 2023-24, 2024-25, 2025- 26) Refer Form no. 7	• Profit before Tax should be Positive in at least 1 (one) year, out of the last three audited financial years = 5 • Profit before Tax should be Positive in at least 2 (two) year, out of the last three audited financial years = 10	10

2	Average Annual Turnover Average Annual Turnover from consulting services in the last three Financial years (i.e. 2023-24, 2024-25, 2025- 26) Refer Form no. 7	• More than INR 20 Lacs : 20 marks • INR 15 Lacs to 20 Lacs: 10 marks • Less than INR 15 Lacs: 0 mark	20
TOTAL			30 marks

C. Quality of Bid

Evaluation Parameter	Total Marks
The Bid will be scored based on the quality of: (i) Understanding of Scope of Work, Work Plan, Approach & Methodology (Form 8) = 7.5 Marks (ii) Experience in Central Labour Law Compliance; (Form 8) = 2.5 Marks (iii) Experience in State Labour Law Compliance; (Form 8) = 2.5 Marks (iv) Experience in software-based audits and the implementation of Labour Law Compliance software systems; (Form 8) = 2.5 Marks Eligible Bidders will be invited to give a 20 minute *presentation regarding the above points.	15 marks
TOTAL	15 marks

***Date of presentation to be communicated later. In case GMRC decides not to go for presentation, all 15 marks for "Quality of Bid" shall be evaluated on the basis of Technical Submissions.**

Bidders must score at least 60% in each category **(i.e. A, B & C)** and 70% in total, in order to qualify for the next stage of evaluation.

3.3. Evaluation of Financial Bid

In the second stage, the financial evaluation will be carried out. Each Financial Bid will be assigned a financial score.

For financial evaluation, the total cost indicated in the Financial Bid will be considered. GMRC will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.

This means lowest evaluated financial Bid will get the maximum financial score of 100.

3.4 . Combined and Final Evaluation

The technical and financial evaluation of tender will be in accordance with para 6.9.2 of QCBS selection (Rule 192 of GFR – 2017) taking of technical proposal as 70% weighted and financial proposal 30% weighted.

The criteria for the purpose of guidance is given as below;-

"Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightages of 30% (Thirty per cent) or any other respective weightages as declared in the RFP (Example, 60:40, 50:50, but not greater than 80%). The proposed weightages for quality and cost shall be specified in the RFP. Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1. In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where,
C = Evaluated Bid Price
C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids
T = the total Technical Score awarded to the Bid
T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids
X = weightage for the Price as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid

As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 (Seventy five) and the weightage of the technical bids and financial bids was kept as 70: 30 (Seventy: Thirty). In response to the RfP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks as under:

A: 75 Marks
B: 80 Marks
C: 90 Marks

The minimum qualifying marks were 75 (Seventy five) thus, all the three proposals were found technically suitable. Using the formula T/Thigh, the following technical points are awarded by the evaluation committee:
A: 75/90 = 83 points
B: 80/90 = 89 points
C: 90/90 = 100 points

The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A: Rs.120.
B: Rs.100.
C: Rs.110.

Using the formula Clow/C, the committee gave them the following points for financial proposals:

A: 100/120 = 83 points
B: 100/100 = 100 points
C: 100/110 = 91 points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: 83x0.30 + 83x0.70 = 83 points.
Proposal B: 100x0.30 + 89x0.70 = 92.3 points
Proposal C: 91x0.30 + 100x0.70 = 97.3 points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 83 points: H-3
Proposal B: 92.3 points: H-2
Proposal C: 97.3 points: H-1

Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority"

Section – III, Scope of Work

Tender-Labour Law Compliance Audit

Gujarat Metro Rail Corporation (GMRC) Limited, a 50:50 Special Purpose Vehicle (SPV) jointly owned by Government of India and the Government of Gujarat (hereinafter referred to as "**GMRC** or **SPV** or **Company**"). The SPV is entrusted with the responsibility of implementation of rail-based Mass Rapid Transport Systems within the State of Gujarat. Currently GMRC has undertaken Project implementation activities of Ahmedabad Metro Rail Project Phase-I, Phase-II & Surat Metro Rail Project as well as Operations & Maintenance of the commissioned Projects.

The Company intends to engage a Labour Law Practitioner as a consultant for undertaking Labour Law Compliance Audit from time to time and ensure timely compliances of applicable labour laws to GMRCL and its contractors in letter and spirit as prescribed under the relevant labour law regulations across all ongoing & upcoming Metro Rail Project establishments of GMRCL. i.e. Ahmedabad Metro Rail Project Phase-I, Phase-II & Surat Metro Rail Project including Operation & Maintenance. The scope & coverage of such an Audit is detailed below.

Sr. No.	Location	Tentative No. of Contract	Tentative No. of Labour
1	Ahmedabad Metro Phase-I	11	1400
2	Ahmedabad Metro Phase-II	21	4000
3	Operation & Maintenance	5	300
4	Surat Metro Rail Project	28	7920
5	Upcoming tentative projects	15	5000

Application Scope & Coverage

1. Labour Law Compliance Audit encapsulating overall compliance management requirements at GMRC for all its Metro Rail Projects & Operation and & Maintenance at Ahmedabad, Gandhinagar & Surat and upcoming new metro projects in other cities within the State of Gujarat.

2. Ensure overall labour law compliances at all establishments of GMRC i.e Corporate Offices, Project Offices, Site Offices, Project Sites, Operations & Maintenance establishments (including but not limited to Depots/Stations/or any other such establishment) under applicable State/Central Labour Acts/Codes/Rules/Regulations/Notifications/Orders as may be notified/issued by the Appropriate Government/Department from time to time.

3. Carrying out comprehensive Labour Laws Compliance Audit as per the agreed Audit Plan and Submission of report thereto in a timely manner of the same with respect to applicable labour laws and rules and provide the Company Authorities to updated status of various labour compliances on regular time intervals.

4. Ensure compliance of latest amendments and notifications related to the relevant Acts and rules as may be notified by the appropriate Government from time to time.

5. Provide professional advice, guidance, and support on applicable labour laws as and when needed.

6. Ensure compliance from Contractors on the following:

I. Coordinate with respective officials of the Contractor for data collection and verification of various compliance documents on behalf of the principal employer.

II. Thorough scrutiny of contractor's statutory obligations, register, returns and all applicable labour laws compliances.

III. To provide timely guidance to the contractors for maintenance of records.

IV. Monthly submission of verification, observation, compliance report, inspection report in enclosed format to GMRCL.

V. Inspection & maintenance of record under various applicable statutory labour laws viz. Code on Wages, 2019, Industrial Relations Code, 2020, Code on Social Security, 2020 Occupational Safety, Health and Working Conditions Code, 2020, The Professional Tax Act, Shops & Establishment Act. etc or any other acts, amendments, rules, notification and orders as may be notified by the Appropriate Government during the tenure of the contract period.

VI. Coordination & follow up with respective HODs & Senior Officials as mentioned in the scope of services and keep inform to senior of HR Department.

VII. Any other works as may be assigned by GMRCL other than the scope of contract. The rates and schedules of charges towards such service shall be decided mutually by the parties.

7. Deploy a suitably qualified and experienced skilled onsite representative as and when required.

8. Provide comprehensive back-office support for statutory compliances in respect of contract labourers and Liaison regularly with Government Departments for updates on statutory rules and compliances. Proactively advise and facilitate the implementation of statutory compliances under labour laws for contract labourers engaged with GMRCL.

9. Provide advice on system development, audit process and arrangement of awareness programme for all contractors.

10. Prepare and submit required labour law-related returns to the authorities by due dates and also establish a process for exchanging data to ensure timely preparation and submission to the concerned authority.

11. To handle and resolve conciliation proceedings/inspection/notices/labour court matter/tribunal matter and any queries raised by the Government Authority (Labour Officers/ACL/RCL, PF commissioner, CAG audit etc.) on issues related to contract labour without any extra charges. Advise on all future deployment/ engagement of Contractors & their workmen as and when required.

12. The bidder should provide the first audit report covering all GMRCL locations within 60 days from the date of issue of the work/service order. This period is extendable by another 30 days under exceptional circumstances at the discretion of the Company.

13. Undertake other related works as assigned by GMRCL as needed in accordance with clause no.17.

14. The bidder must send an authorized representative(s) to GMRC offices/units at its own cost to conduct the audit work.

15. Payment Terms

Monthly Payment will be made within 30 (thirty) days from the date of submission of the final audit report complete in all respects. (refer to clause no. 16)

16. Audit Report Submission

The bidder must have to submit contractor's audit report, inspection report with statistics/ observations on monthly basis within the stipulated timeline. i.e January's audit report must be submitted on or before 07th March.

Further, other returns need to be submitted to the concerned authority on or before the due date as per statutory compliance, Bi-Monthly/Quarterly/ Half Yearly/ Annually audit report

17. **List of Central & State Acts/ Rules [Only for Illustrative and not exhaustive]**

Central & State Acts & respective rules framed there under: -

(i) Code on Wages, 2019
(ii) Industrial Relations Code, 2020
(iii) Code on Social Security, 2020
(iv) Occupational Safety, Health and Working Conditions Code, 2020
(v) The Professional Tax Act (PT) 1975
(vi) Gujarat Shops & Establishments Act 1948 (as amended)
(vii) National & Festival Holiday Act, 1963
(viii) The Bonded Labour System (Abolition) Act, 1976
(ix) Apprentices Act 1961
(x) The Child and Adolescent Labour (Prohibition and Regulation) Act, 1986
(xi) Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act, 2013
(xii) The Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988
(xiii) The Unorganized Workers' Social Security Act, 2008
(xiv) Private Security Agency Regulation Act, 2005

*Labour Codes as applicable & amended from time to time

All other Acts as applicable and amended from time to time

19. Statutory Compliance Checklist (Add new check list)

S. No	Act	Form	Rules	PARTICULARS	COMPLIANCE STATUS	OBSERVATIONS
A				**Factories Act, 1948**		
1	OSH	FORM-34	(see rule – 75(2))	Factory License & Renewal of Factory License in time	YES	
2	OSH	FORM NO. 35	(see rule – 75(4))	Any changes in add and alter of Director, Factory Manager, No of employees, Electricity Horse power, company needs to get the License amended.	YES	
3	OSH	FORM NO. 32	(see rule – 70)	Stability Certificate	YES	
4	OSH	FORM NO. 31	(see rule – 69(2)(a))	Revision of Expansion of Plan	YES	
5	OSH	FORM-13	(see rules-29(1)(a) and 38(3))	Salary Register	YES	
6	OSH	FORM-14	(see rule 29(1)(b))	Attendance Register (Muster Roll)	YES	
7	OSH	FORM-17	(see rule – 30)	Register of adult workers	YES	
8	OSH	FORM-18	(see rule – 33(1))	Identity Card	YES	
9	OSH	FORM-19	(see rule – 32(1))	Register For Leave With Wages	YES	
10	OSH	FORM-20	(see rule – 33(1))	Leave Card	YES	
11	OSH	FORM-21	(see rule – 35(1))	Notice of Wages & Wage Period	YES	
12	OSH	FORM-22	(see rule – 36)	Register of accidents, major accidents and dangerous occurrences	YES	
13	OSH	FORM-11	(see rule 25(a)(5)(b))	Overtime register for exempted workers	YES	
14	OSH	FORM-23	(see rule – 37)	Annual Return	YES	
15	OSH	FORM-16	(see rule – 29(1)(f))	Service Certificate	YES	
16	OSH	FORM-10	(see rule 24(2)(4)(a))	Register of Compensatory Holidays	YES	
17	OSH	FORM-21	(see rule – 35(1))	Notice of Wages & Wage Period	YES	
18	OSH			Fire Load Calculation & Fire adequacy Report	YES	
19	OSH			Safety Audit Report	YES	
20	OSH			Onsite & Off Site Emergency Plan	YES	
21	OSH			Environment testing report form 37	YES	
22	OSH			Visit Book	YES	
23	OSH			Abstract Under The Factories Act	YES	

S. No	Act	Form	Rules	PARTICULARS	COMPLIANCE STATUS	OBSERVATIONS
				1948		
24	OSH			Fire fighting equipment	YES	
25	OSH			First Aid Box	YES	
26	OSH			Water Drinking Facility	YES	
27	OSH			Building Plan Approval	YES	
28	OSH			Hoists and lift - sub section (1) of section 28 properly maintained and shall be thoroughly examined by competent person at least once in every period of six month and register shall be kept containing the prescribe particular of every such examination : Form No:9 Report of Examination of Hoists & Lifts	NA	
29	OSH			Pressure Vessel - sub section (1) of section 29 shall be examined by competent person once in every period of six month FormNo.11 : Report of Examination or test of pressure Vessel or plant	YES	
30	OSH			Lifting Machines, Ropes and Lifting Tackles examination report	YES	
31	OSH			Compressor testing	NA	
32	OSH			BIS 10322 approved Emergency Exit Light	YES	
33	OSH			Fall Protection System	YES	
34	OSH			Training under Rule 111-A	YES	
B				**Minimum Wages Act, 1948**		
1				Payment of minimum wages as per notification issued by the Govt Authorities	YES	
2				Display of abstract in English, Hindi & Gujarati	YES	
4				Attendance Card must be issued to all employees	YES	Using Bio-Matric System
5				Visit Book must be kept at Factory	YES	
6				Form C	YES	
7				Notice of Wage Rates and Name & Address of the Authority	YES	
8				Overtime Register	YES	
C				**Employees Provident Funds & Miscellaneous Provisions Act, 1952**		
1				Deposit of deductions by 15th of each month	YES	
2				PF ECR	YES	
3				Form 2, Nomination & Declaration Form to be submitted for new joinees	YES	

S. No	Act	Form	Rules	PARTICULARS	COMPLIANCE STATUS	OBSERVATIONS
4				Inspection Book needs to maintain for observations of the Inspector	YES	
5				Form 11 from all the employees	YES	
D				**Payment of Wages Act**		
1				Payment of wages by 7th of each month	YES	
E				**Payment of Gratuity Act**		
1	SS	FORM-IV	[(see rule 6(1),(2), (3) and (4)]	Nomination/Fresh Nomination/Modification of Nomination	YES	
3	OSH	FORM-4	(see rules-4(12) and 8)	A Notice of Commencement / cessation of Establishment	YES	
F				**Equal Remuneration Act, 1976**		
1				Form D, Registers to be maintained by the employer under Rule-6 of the equal remuneration Rules,1976	YES	
G				**Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959**		
1				Form ER-1, Quarterly return to be submitted to the local Employment Exchange for the quarter ended…….	YES	
H				**Workmen Compensation Act**		
1				W.C Policy needs to obtain for the employees whom ESIC Act is not applicable	YES	
I				**Labour Welfare Fund Act**		
1				Deductions to be submitted with Employer share with in 15 days after the month of June & December	YES	
J				**The Payment of Bonus Act**		
1				Form A	YES	
2				Form B	YES	
3				Form C	YES	
4				Form D	YES	
K				**Contract Labour (R & A) Act, 1970**		
1				Abstract of the Act, must be displayed in Guj, Eng & Hindi	YES	
2				Registration Certificate	YES	
2				Form XII	YES	
3				Notice under Rule 81 (1)	YES	
6				Form No 25 Annual Return	YES	
7				Any changes must be inform to Labour Commissioner	YES	
8				Contract Agreement with Contractors	YES	

S. No	Act	Form	Rules	PARTICULARS	COMPLIANCE STATUS	OBSERVATIONS
L				**Employee State Insurance Corporation Act, 1948.**		
1				ESIC Registration Code Number	YES	
2				Deposit of deductions by 15th of each month / Payment Receipt	YES	
3				ESIC Contribution History	YES	
4				Payment of miscellaneous / Labour expenses	YES	
5				ESIC e-Pehchan Card issuing status	YES	
6				Accident Register	YES	
7				Accident Form online	YES	
M				**Following Committee needs to Initiate**		
1				Works Committee	YES	
2				Sexual Harassment Policy	YES	
3				Canteen Committee	YES	
4				Ambulance	YES	
5				Safety Officer	YES	
6				Medical health Check up periodically	YES	
7				Grievance Redressal Policy & Committee	YES	
N				**The Gujarat State Tax on Professions, Trader, Callings and Employments Act, 1976**		
1				Professional Tax Number	YES	
1				Professional Tax Payment	YES	

Section – IV, Conditions of Contract

1. Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

(i) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;"
(ii) "Approved / approval" means the approval in writing.
(iii) "Services" means the services to be performed by the Consultant pursuant to this contract.
(iv) "Client / Employer" means the Gujarat Metro Rail Corporation (GMRC) Limited (also referred to as GMRC) which expression shall also include their legal successors and permitted assigns.
(v) "Consultant" means the party or Applicant named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.
(vi) "Consultant / Bidder/Tenderer" means any entity or person that may provide or provides the Services to the Employer under the Contract.
(vii) "Sub - Contractor" means the sub-consultant appointed by Consultant with the prior approval of the employer and in accordance with the procedure described in Special Conditions of Contract.
(xiii) "Contract" means the Contract Agreement, the Letter of Acceptance, the Letter of Tender and other documents, which are listed in the Contract Agreement or in the Letter of Acceptance.
(xiv) "Employer's Representative" means any of its officers nominated by GMRC and notified from time to time, to Consultant.
(xvi) "Effective Date" means the date on which this Contract comes into force.
(xix) "Personnel " means persons hired by the Consultants as employees and assigned to the performance of the Services or any part thereof;
(xxiii) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in RFP / Tender document hereto;
(xxiv) Tenderer/Applicant/Consultant in the concerned context means the Entity, who has submitted the submissions against this Tender Notification and issued Tender Document.

2. Relations between the Parties

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

3. Obligations of Consultant

3.1 The Consultant shall provide the services mentioned in the ToR / Scope of Services shall be as per Section-II.

3.2 The Consultant and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this contract has been made.

3.3 The Consultant shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

3.4 Where the Services include the co-ordination between the consultant and other consultants and contractors employed on the Project, the consultant shall provide such co-ordination. The consultant shall obtain, co-ordinate and submit to the Employer's Representative for his information and approval all details, submission arising from such co-ordination with others. Such co-ordination will take place throughout the period of the Services.

4. Performance Security

The **GMRC** shall secure the contract by way of performance security (the "Performance Security"), 5% (five per cent) of the contract amount, mentioned in LoA. The Consultant shall provide GMRC with a Performance Guarantee in the form of a e-Bank Guarantee provided by a Ahmedabad / Gandhinagar branch of an Indian Scheduled Commercial Bank based in India (excluding Co-operative Bank) that is acceptable to GMRC. The Performance Guarantee shall remain valid up to 6 months beyond the completion period. The Performance Security shall be returned to the Consultant at the end of 6 (six) months after the completion of services and subject to the other provisions mentioned in tender document.

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

GMRC reserves the right to forfeit the performance guarantee amount, in the event of termination of the Services in accordance with Clause 15 (ii) or (iii).

In the event of any defect coming to the notice of GMRC within the period of 6 months and the consultant failing to rectify the same, GMRC will forfeit the amount of the Performance Guarantee.

5. Change in Constitution

Consultant shall promptly notify GMRC of any changes in the constitution of the Consultant. It shall be open for GMRC to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/partner in the Consultant, or on the addition or introduction of a new partner managing the Project for the Consultant without the previous approval in writing of GMRC. But in absence of and until its termination by GMRC as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable**.**

6. Information

GMRC shall within a reasonable time give to Consultant, free of cost, all information which he is able to obtain and which may pertain to the Services.

7. Mobilisation / Replacement of Personnel

The qualifications and experience of the personnel proposed by the Consultant for execution of the Services shall be acceptable to GMRC. If GMRC is not satisfied with the performance or suitability of any personnel deployed by the Consultant, the Consultant shall, upon GMRC's request, replace such personnel with suitably qualified personnel acceptable to GMRC.

8. Representatives

For the administration of the Agreement the Consultant shall designate the official or individual to be his representative and who shall be responsible to the Employer for various deliverables as per the scope of services.

9. Liability of Consultant to GMRC

Consultant shall be liable to pay compensation to GMRC arising out of or in connection with the Agreement

if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, subject to maximum of Contract Value, for which consultancy services has been provided by the consultant.

10. Agreement Effective Date

The Contract shall come into effect from the date of issue of the Letter of Acceptance. This LOA shall continue to constitute agreement between employer and the tenderer / Consultant till formal Agreement has been signed and the same will continue as per terms and conditions of the Tender and the Contract Agreement.

11. Commencement and Completion

The date of Commencement shall be the date of issue of Letter of Acceptance (LOA) by GMRC or as per the instruction issued by GMRC separately. The period of consultancy will be 1 Year from the date of issue of LOA / Letter of Commencement of Work. The tenure of consultancy may be extended further 1 year at discretion of GMRC.

12. Modifications

Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Proposals for modification or variation made by the other Party. In cases of modifications or variations, the prior written consent of GMRC is required.

13. Penalty

The rate of penalty shall be 1% of the value of the affected service or product per week or part thereof, of delay or non-compliance subject to an upper limit of 10% of value of affected services or product.

The penalty of INR 1,000/- Per week or part thereof will be deducted for non-submission of report in due timeline.

The Consultant shall report to the Client promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the Project in accordance with the Scope of Work and to indicate what steps shall be taken to meet the situation.

14. Exceptional Circumstances

If circumstances arise for which the Consultant is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract, he shall promptly notify to GMRC. In these circumstances, including force majeure, if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer exit plus a reasonable period not exceeding 07 days for resumption of them.

15. Abandonment, Suspension or Termination by Notice of GMRC

(i) GMRC may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to Consultant who shall immediately make arrangements to stop the Services and minimize expenditure.

(ii) If GMRC considers that Consultant is not discharging his obligations, GMRC can inform the Consultant by notice stating grounds for the notice. If a satisfactory reply is not received within 07 days of receipt of the notice by Consultant. GMRC can by further notice terminate the Agreement provided that such further notice is given within 30 days of the GMRC's former notice.

(iii) If Consultant is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of the Agreement, then GMRC may terminate the Services of the Consultant as per the procedure given in Clause 15.1 (ii).

GMRC may complete the project by whatever method may be deemed expedient and the Consultant shall not

be entitled to receive any further payment. Also clause 9 of GCC shall be applied in case of (ii) and (iii) above.

16. Rights and Liabilities of the Parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

17. Payment to the Consultant

12.1 GMRC shall pay the Lump Sum Price Lump Sum Price shall cover the total costs incurred by the Consultant for performing the Services. This shall not only include salaries, overheads and non-salary expenses, all allowance for contingencies, fees and profits, but all other costs and expenses incurred in carrying out the requirements of the Services, and other impositions under the Applicable Laws. This cost shall include all costs for sub-consultants, sub-contractors, proof checking and any other professional fees or services incurred by the Consultant. The Lump Sum Price Shall also include all costs, office expenses, travel charges, expenses and allowance paid to their staff working for GMRC.

12.2 The quoted price shall be exclusive of GST. GST applicable will be paid by GMRC to the consultant, if so claimed against the invoice raised. GMRC shall deduct TDS at the appropriate rate as per the existing law.

18. Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, GMRC shall issue necessary clarification or instruction to the agency, and the priority of the documents shall be as follows:

Contract Agreement
The Letter of Acceptance;
Set of Addendum
Tender document
Agency's Proposal; and
Any other document forming part of the Contract

19. Changes in Taxes/Duty:

(a) "Change in Taxes/Duties/Levies" means the occurrence or coming into force of the following, at any time after the date of submission of tender.
(i) any new tax which is imposed on Composite Works Contracts applicable on Metro Project.
(ii) Change in the rate of GST on Composite Works Contracts applicable on Metro Project as per GST Act.
(b) The Contract Price shall be adjusted due to any of the above two conditions. Adjustment in Contract Price will be applicable up to the stipulated date of completion of the Work including the extended period of completion or it is specifically mentioned that extension is with adjustment for changes as stated above.
(c) If the extension of contract period is on account of contractor's fault, no compensation shall be made towards upward revision towards "change in Taxes/Duty (taking place during the said extended contract period)" as mentioned at Sl. No. (a) (i) & (ii) above. Any benefit on account of downward revision towards "change in Taxes and Duty" as mentioned at Sl. No. (a) (i) & (ii) above, during the original contract period or extended contract period shall be on employer's account.
(d) Any other changes (except on account of Clause (a) (i) & (ii) above) in existing taxes/new taxes on supply of materials/services/works etc. will not be considered and its impact shall be considered covered in the price variation clause provided in the Contract and in Contract where Price Variation Clause is not provided, the impact on any other change (except on account of Clause a(i) & (ii) above in existing taxes/new taxes on supply of materials/services/works etc. will be deemed to be included in the quoted contract price.
(e) Also, the Contract price shall not be adjusted on account of fluctuations in the rates of exchange between the foreign currencies of the Contract and Indian Rupees from the last date of submission of tender.

20. Currency of Payment

All payments shall be made in Indian Rupees only. The bidder / agency's quote shall be exclusive of all taxes. The price in the contract shall remain valid till the project completion. The taxes will be paid on reimbursement basis to agency, on submission of documentary evidence to GMRC.

The Amounts due to the agency will be paid within 15 days on receipt of acceptable deliverable / invoice as clarified in payment terms. The payment details are clarified in Section - III, SoW / ToR.

21. Disputed Invoices

If any item or part of an item in an invoice submitted by the Consultant is contested by GMRC, then GMRC shall give prompt notice with reasons and shall not delay payment on the balance of the invoice.

22. Law Governing Contract

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 Gandhinagar / Ahmedabad, Gujarat shall have the exclusive jurisdiction to dispute if any arising between the parties to the Contract.

23. Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

24. Assignments

The consulting firm/company shall not assign the project to any other agency or appoint the sub-consultant, in whole or in part, to perform its obligation under the Contract, without the GMRC's prior written consent.

25. Copyright

The copyright of all documents and drawings prepared by the Consultant in performance of the Services under the Agreement shall be vested in GMRC with provision that the Consultant may retain copies of the documentation prepared by them and may use and adapt the contents of such documentation for his own use, within the limit prescribed for confidentiality of documents.

26. Conflict of Interest

a) Unless otherwise agreed in writing by GMRC, the Consultant and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Agreement.

b) The Consultant shall not engage in any activity that might conflict with the interests of GMRC under the Agreement.

c) The remuneration of the Consultant shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Tenderers shall use their best efforts to ensure that any Personnel either of them, similarly shall not receive any such additional remuneration

d) Neither the Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in India which would conflict with the activities assigned to them under this Contract

(e) The Consultant shall not be one of the following:

(i) A firm which has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of this project.

(ii) Any association/affiliation (inclusive of parent firms) of a firm or an organisation mentioned in para (i) above.

(iii) A Tenderer who lends, or temporarily seconds its personnel to firms or organisations which were

engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

Jurisdiction of Court in case of dispute or differences arising on account of this tender: Any suit or application, arising out of any dispute or differences on account of this pre-qualification tender as well as the contract shall be filed in a competent court at Gandhinagar / Ahmedabad, Gujarat only and no other court or any other district of the country shall have any jurisdiction in the matter.

27. Statutory Compliance with Laws, Regulations and Orders

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

28. Professional Liability

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. Consultant must have a certain degree of accountability, on its part, for any advice and/or for any service rendered to GMRC, keeping in view norms of ethical business, professionalism and the fact that such advice/service is being rendered for a consideration, as per the terms of the contract/tender.

In case of failure by Consultant to above, GMRC can initiate action like seeking explanation, issuing warning and any other action as deemed fit as per provisions of contract.

29. Insurance

a. The agency shall provide a Professional Liability Insurance for coverage of 100% the value of the contract.
b. Employer's liability and workers' compensation insurance in respect of the personnel of the agency, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

The consultant / agency shall obtain the insurance at no additional cost to GMRC during the original / extended period of work.

30. Claims, Disputes, Conciliation and Arbitration

30.1 Amicable Resolution

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

30.1.2 Notice of Dispute

For the purpose of Sub-Clause 1.1.2, a dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter call a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 28 days after the termination / surrender / completion of contract as advised/intimated by GMRC to the Agency / Consultant.

30.1.3 Two stages for Dispute Resolution

Dispute shall be settled through two stages:-

(a) Conciliation* procedures as established under "The Arbitration and Conciliation Act – 1996" & amended vide the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and further subject to GMRCL internal

conciliation/mediation policy or any other statutory amendment or modification or re-enactment thereof. In case the dispute remains unresolved in Conciliation then;

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

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

30.1.4 Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation. Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing for Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may treat this as a rejection of the invitation to conciliate and inform the other party accordingly. The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained/proposed by the GMRC or as may be mutually decided by both parties. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner. The Conciliation procedure / proceeding will be carried out as per Arbitration and Conciliation Act – 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and any statutory amendment or modification or re-enactment thereof.

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

30.1.5 Arbitration

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

a. Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation/Mediation, shall be referred to Arbitration. Other claims/matters not raised during Conciliation/Mediation shall not be included or referred in Arbitration and if contented the same shall be non-maintainable.

b. The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, GMRC at the following address:

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010, Gujarat, India
c. The disputes so referred to arbitration shall be settled in accordance with The Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and any statutory amendment or modification or reenactment thereof.

d. For all the disputes, matter shall be referred to the arbitral tribunal consisting of Sole Arbitrator.

e. The sole arbitrator shall be appointed by Consultant from wide range of panel arbitrators maintained by

GMRCL or as may be mutually decided by both parties.

f. For effective resolution of dispute, the parties (GMRC and Consultant) before commencement of first arbitration hearing shall sign the arbitration agreement laying down modalities pertaining to arbitrator's fee sharing between parties, other cost sharing and timelines structure in line with Arbitration and Conciliation Act – 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 & 2019 and any amendment or statutory modification or re-enactment thereof.

g. Where recourse to a Court is to be made in respect of any matter, the courts at Ahmedabad / Gandhinagar shall have the exclusive jurisdiction to try all disputes between the parties.

31. Amendment to Agreement

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

32. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with contractor / subcontractor or any other agency.

33. Force majeure

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

a) Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.
b) The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exit.
c) If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.
d) In case of doubt, or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
e) Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.
f) If the Contract is terminated under this Clause, the Consultant shall be paid fully for the work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at site, at rates provided for in the Contract, failing that, as per rates, which are determined to be fair and reasonable by the Engineer.
g) If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not to have occurred and the Contract will continue to have effect as such.

34. Escalation / price variation

Quoted rates shall be fixed during the contract period and no escalation/price variation in quoted rates shall be allowed on any account. The total nos. of contract mentioned in price bid (i.e. Appendix – 2, Form 2) may vary up to 25%.

35. Termination of the Contract

35.1 Notice to Consultant

If the consultant fails to carry out any of his obligations, or if the consultant is not executing the works in accordance with the contract, the engineer / employer may give notice to the consultant requiring him to make good such failure and remedy the same within such time as the employer/ engineer may deem to be reasonable.

35.2 Termination of Contract due to Consultant's Default

35.2.1 Conditions leading to termination of contract

The employer shall be entitled to terminate the contract if the contractor or any one of its constituents.

a) fails to comply with a notice under sub clause 36.1

b) abandons or repudiated the contract

c) without reasonable excuse acceptable to the engineer, fails to commence the works in accordance with the contract

d) sub contracts the whole of the works or assigns the contract without approval of the employer

e) become bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction

f) persistently disregards instructions of the engineer or contravenes any provisions of the contract, or

g) fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress, or

h) fails to remove materials from the site, or pull down and replace work, after receiving notice from the engineer to the effect that the said materials or works have been condemned or rejected, or

i) fails to take steps to employ competent and/or additional staff and labour, or

j) fails to afford the engineer or his representative proper facilities for inspecting the works or any part thereof, or

k) indulges in corrupt or fraudulent practices as explained in clause 3 of ITT, Section - I.

Section – V, Technical and Financial Proposal

The Section – V comprises of Technical (i.e. Appendix – 1) and Financial Proposal (i.e. Appendix – 2) are required to be filled and submitted by consultant on or before due date and time of bid submission.

(a) Appendix – I , Technical Proposal, it includes;

Form 1: Letter of Proposal
Form 2: Particulars of the Applicant
Form 3: Statement of Legal Capacity
Form 4: Power of Attorney
Form 5: Abstract of Eligible Assignments of the Applicant / Experience of the bidder
Form 6: Eligible Assignments of Applicant
Form 7: Financial Capacity of the Applicant
Form 8: Proposed Methodology and Work Plan
Form 9: Undertaking for Corrupt & Fraudulent Practice
Form 10: Undertaking for Downloaded Tender Document
Form 11: Undertaking for Encashment / Forfeiture of Tender Security
Form 12: Undertaking for land border clause
Form 13: Undertaking for DIPP
Form 14: Form for seeking queries
Form 15: Form for Tender Security
Form 16: Contract Agreement
Form 17: Form for Performance Security
Form 18: Check List –for submission of Bid Online

(a) Appendix – II , Financial Proposal, it includes;

Form 1: Covering Letter
Form 2: Financial Proposal

APPENDIX-I
TECHNICAL PROPOSAL
Form-1
Letter of Proposal
(On Applicant's letter head)
(Date and Reference)

To,

Sub: "Appointment of Labour Law Consultant for Gujarat Metro Rail Project"

Dear Sir,

With reference to your RFP Notification dated __.__.2026, I/we, having examined the tender documents and understood their contents, hereby submit our Proposal for "Appointment of Labour Law Consultant for Gujarat Metro Rail Project". The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

3. I/We shall make available to the **GMRC** any additional information it may deem necessary or required for supplementing or authenticating the Proposal.

4. I/We acknowledge the right of the **GMRC** to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We declare that:

(a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the **GMRC;**

(b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the **GMRC** or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.

8. I/We declare that we/any member of the consortium are/is not a Member of a/any other Consortium applying for Selection as a Consultant.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our

Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.

12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the GMRC and/ or the Government of Gujarat in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

13. The Bid / Tender Security is attached herewith, in accordance with the RFP document.

14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.

16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.

17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the **GMRC** or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. Financial Bid is not submitted in physical form and is filled up on portal online at https://tender.nprocure.com. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

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

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Name of Consultancy firm:
1.2	Title of Project: "Appointment of Labour Law Consultant for Gujarat Metro Rail Project"
1.3	State whether applying as Sole Proprietor Firm / Partnership firm/ Company / LLP / Public or any Private Organization
1.4	State the following: (a) Name of Company or Firm: (b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc.,, along with a copy of relevant registration certificate): (c) Country of incorporation: (d) Registered address: (e) Year of Incorporation: (f) Year of commencement of business: (g) Principal place of business: (h) Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: (i) Name: Designation: Company: Address: (j) Phone No.: Fax No. : E-mail address:

1.5	For the Applicant state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address (es) in India. (ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No (iii) Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No (iv) Has the Applicant or any member of the consultant / participant been blacklisted/barred by any Government department/Public Sector Undertaking at the time of Due Date of Bid submission? Yes/No (v) Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No ***Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.***
1.7	**Contact Detail Form** (a) Name of Applicant: (b) Address for Correspondence: (c) Contact Person / Authorised Signatory for this tender as per PoA (d) Landline : Fax: E-mail: (e) Name of Authorised Signatory: Address for Correspondence: (Signature, name and designation of the authorised signatory) For and on behalf of_____

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To
* **

Dear Sir,

Sub: "Appointment of Labour Law Consultant for Gujarat Metro Rail Project"

I hereby confirm that we, the Applicant (along with other members, constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert individual's name) will act as our Authorized Representative / on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of

NOTE: Please strike out whichever is not applicable

Form-4

Power of Attorney

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

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

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

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

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

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

Dated this ……. day of ……

Accepted

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

Attested
…… (Signature of the executant)
(Name, designation and address of the executant)
……
Signature and stamp of Notary of the place of execution

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

1. …….
(Signature)

Name …….. Designation.....……..

2. ……. (Signature)

Name …….. Designation.....……z

Notes:

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

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

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

APPENDIX-I

Form-5

[Refer. Clause 3, A (1), A (2), A (3)]
Abstract of Eligible Assignments of the Applicant / Experience of the bidder

Sl. No.	Name of Eligible Project (offering advice / consultation related to labour laws)	Project Duration	Project Inception Year	Project Completion Year	Name of Client & Contact Details	Total nos. of labourers audited	Payment of Consultancy fees received by the Applicant (in Rs.)
(1)	**(2)**	**(3)**	**(4)**	**(5)**	**(6)**	**(7)**	**(8)**
1							
2							
3							
4							
5							
	Total Years of Experience						

Note

(1) The Applicant should provide details of only those projects that have been undertaken by it under its own name.

(2) The names and chronology of Eligible Projects included here should conform to the project- wise details to be submitted in Form-6 of Appendix-I.

(3) In case, the qualifying work(s) were done by bidder in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered, for same the applicant is required to attach the JV/Consortium Agreement.

(4) The Applicant is required to attach necessary experience certificate / requisite documentary evidence(s) duly attested by the applicant firm for claiming eligible assignment.

APPENDIX-I

Form-6

Eligible Assignments of Applicant [Refer. Clause 3, A (1), A (2), A (3)]

1.	**Name of Project:**		
2.	**Name of Client:**		
3.	**Name of Consulting Firm:**		
4.	**Role in Contract:** **(Individual or JV / Consortium)**		
5.	**Type of Consulting Service (i.e. labour consultant / labour law compliance auditor) with nos. of employees strength (employees, it includes permanent, contractual and outsources)**	**Type of Consulting Service =**	**Nos. of labour for audit compliance =**
6.	**Type of Project:** **(PSUs / Govt. Organizations / Reputed Private Organizations)**		
7.	**Total Duration of Project :**		
8.	**Completion Status of Project:** **(Completed / Ongoing)**		
(A)	**(If Completed)** **Date of Completion:**		
(B)	**(If Ongoing)** **Whether 70% Payment made by client or not? (Yes / No)**		
(C)	**(If Ongoing)** **Whether Final Study Draft submitted for approval or not? (Yes / No)**		
9.	**Total Payment of Consultancy Fees Received (INR):**		
10.	**Brief description of the project**		

Notes:

1) Use separate sheet for each eligible assignment.

2) The bidder should submit the details of the projects undertaken under his own name or either as a lead partner of JV/Consortium or as a member of JV/Consortium with minimum 26% participation.

3) The Applicant is required to attach necessary work experience certificates (documentary evidence such as LOA, Work Order, Performance Certificate, Work Completion Certificate etc.) for claiming eligible assignment along with this Form.

4) The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I

Form-7
[Refer. Clause 3, B]

Financial Capacity of the Applicant

Sl. No.	Financial Year	Annual Turnover from consulting services (Rs. in Crores)	Net Worth (Rs in Crores)
1.	2023-24		
2.	2024-25		
3.	2025-26		
	Certificate from the Statutory Auditor/Chartered Accountant		
We certify that the above mentioned figures have been extracted from the audited financial statements of ……..(name of the Applicant). Name of the audit firm: Seal of the audit firm Date: Signature, name and designation of the authorized signatory)			

(Refer Clause 3.2 (B) Criteria for Evaluation)

Name of Statutory Accountant /Chartered Accountant (CA)	
Seal and Signature of CA	
Membership Number of CA	
UDI no. of CA	

Note :

The Applicant / Tenderer has to attached the audited balance sheet for F.Y 2023 - 24 to 2025 - 26 along with Appendix – 1, form 7.

APPENDIX-I

Form-8

Proposed Methodology and Work Plan

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

1. Understanding of TOR

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

2. Methodology and Work Plan

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. Nos. of Manpower / Experts to be proposed considering the nos. of Contract for compliance of labour law. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

3. Experience in Central Labour Law Compliance (Bidder to submit his past experience details for compliance of Central Labour Law)

4. Experience in State Labour Law Compliance (Bidder to submit his past experience details for compliance of State Labour Law)

6. Experience in software-based audits and the implementation of Labour Law Compliance software systems (Bidder to submit his past experience in software-based audits with license detail of software)

APPENDIX-I

Form-9

UNDERTAKING FOR CORRUPT & FRAUDULENT PRACTICE

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.

Further, it is to confirm that we have not been blacklisted or deregistered by any central / state government department or public sector undertaking and also that none of their work was rescinded by the client after award of contract during last 10 years due to reasons attributed to tenderer.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

APPENDIX-I

Form-10

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

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

Stamp & Signature of Authorized Signatory

APPENDIX-I

FORM No. 11

UNDERTAKING FOR ENCASHMENT / FORFEITURE OF TENDER SECURITY

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

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY(IES)

Note :

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

Appendix – I

Form – 12

Undertaking for land border clause

[Refer: 2.2 (f)]

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; **I hereby certify that this bidder or any of its constitutes is not from such a country and is eligible to be considered**."

2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country **or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered".**

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

Stamp & Signature of Authorised Signatory

Note:

1. The bidder has to read the above mentioned undertakings, para 1 to 3 and the applicable para in undertaking to be submitted along with the bid submission.

2. If bidder falls under SN 2 & 3, the bidder shall require to submit the evidence of valid registration by the Competent Authority along with this Appendix.

3. The undertaking shall be signed by authorized signatory of the tenderer.

Appendix – I

Form – 13,

Undertaking as per Clause 2.2 (e)

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

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under Clause 4 of this tender for which the tenderer or its successors can be debarred for a period up to three years along with such other actions as may be permissible under the law.

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

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

APPENDIX-I

Form-14

(Form for seeking queries)

Sl No	Clause No	Tender Clause	Bidder's Query

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-I

FORM No. 15

FORM OF BANK GUARANTEE FOR TENDER SECURITY

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

B.G. No. Dated:.....

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

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

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

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

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

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

4. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity

period set forth in the said Tender Documents, and the decision of the Employer that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.

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

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

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

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

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

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

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

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

Signed and Delivered by ……. Bank

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

APPENDIX-I

FORM No. 16

Contract Agreement

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

and

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

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

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

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

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

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

WHEREAS the **Employer** is desirous of executing the **Project**, and as part of it, the **Employer** intends to engage a **Consultant** to execute the **Works/ Services**, and

WHEREAS the **Consultant** has declared that the **Consultant** has valuable and specialized knowledge and expertise for works/ services including detailed designing of _____ and submitted a **Tender** for the execution and completion, and remedying any defects in the **Works/ Services** of the **"Appointment of Labour Law Consultant for Gujarat Metro Rail Project"** within the terms of **Works/ Services** covered under the tender document no.: **Tender No: GMRC/CONSULTANT/LABOUR LAW/2026**, including all its addenda, clarifications, etc. and agrees to undertake performance of the **Work/ Services** under the terms and conditions set forth in this **Contract**.

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

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

Clause 1: Words and Expression

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

Clause 2: The Contract Documents

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

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

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

Clause 3: Obligations of the Consultant

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

The **Consultant** agrees, subject to the terms and conditions of the **Contract**, to perform efficiently and faithfully all of the **Works/ Services**, namely, detailed design consultancy ____and other facilities requisite for or incidental

to the successful completion of the **Works/ Services** and in carrying out all duties and obligations imposed by the **Contract**.

Clause 4: Obligations of the Employer

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

Clause 5: Contract Price and Completion Time

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

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

(a) Indian Rupees: INR _____/- (Indian Rupees _____ Only) and

(b) In the foreign currency of (NIL)

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

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

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

Clause 6: Integration

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

Clause 7: Governing Law

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

Clause 8: Language

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

Clause 9: Jurisdiction of Court

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

Clause 10: Notices

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

To Employer:

GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010, Gujarat, India

To Consultant:

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

The Employer	**The Consultant** ***[Note 5]***
Gujarat Metro Rail Corporation (GMRC) Limited	*[insert the name of Consortium/ Joint Venture]*
	(a)
(_____)	**(_____ _____)** *[insert the name, designation, member/company name]*
	(b)
	(_____ _____) *[insert the name, designation, member/company name]*
Witness:	**Witness:**

1. ..... **1.** .....

2. ..... **2.** .....

Notes:

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

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

APPENDIX-I

FORM No. 17

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

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

To,

The Managing Director

[Attn: GM (Contract)]

Gujarat Metrorail Corporation (GMRC) Ltd.

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

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

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

Corporate Identification No (CIN): U60200GJ2010SGC059407

WHEREAS _____ (Name and address of the Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of LOA No.: _____ for **"**Appointment of Labour Law Consultant for Gujarat Metro Rail Project**"** (hereinafter called "the Contract")

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

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

NOW THEREFORE

1. We hereby affirm that we are the Guarantor and responsible to the Employer, on behalf of the Contractor up to a total of INR _____/- (Indian Rupees _____ Only), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay at Gandhinagar / Ahmadabad Branch to the Employer, upon its first written demand and without cavil or argument any sum or sums within the limits of INR _____/- (Indian Rupees _____) as aforesaid without the Employer needing to prove or to show grounds or reasons for its demand for the sum specified therein.

2. The Employer shall have full rights whatsoever to encash this Bank Guarantee at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer and any disputes / claim whatsoever in this regard shall only be settled by means of arbitration as provided for in the Contract and the Employer's decision as to what amount is due to the Employer from the Bank against the guarantee and as to Contractor has committed breach of contract or not, shall be final and binding on the guarantor-Bank and the Contractor shall have no

right to interfere with the same and the Bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Employer without the consent of the Contractor and without referring the matter to the Contractor.

3. The Bank further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

4. In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by way their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

5. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

6. The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Employer of the liberty with reference to matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to the sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligations under this Guarantee and the Bank hereby waives all of its rights under any such law.

7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.

8. Courts at Ahmedabad/Gandhinagar, Gujarat, India shall have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.

9. The Performance Security should be valid up to 06 months after “the date of completion of work”. The employer will issue the certificate of completion of work. Further, if the date of commissioning / completion is extended, for whatsoever reason, the Bank Guarantee for Performance shall be suitably extended at the Tenderer’s cost in order to meet the validity period as and when required. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.

10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.

12. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to INR _____ (Indian Rupees ***** only). The Bank shall be liable to pay at either Gandhinagar or Ahmedabad Branch (mention complete Brach Address of Bank in Gandhinagar / Ahmedabad where guarantee will be payable) the said amount or any part thereof only if the Employer

serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [(indicate date)]

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK ----------

ADDRESS ----------

DATE ----------

Appendix – I

Form – 18

(Check List –for submission of Bid Online)

Sr. No.	Document to be Submitted	Yes or No
A	**Envelope – 1 (i.e. Tender Fees and EMD - Earnest Money Deposit / Tender Guarantee) = To be submitted online** 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. 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.	
B	**Envelope – 2 (i.e. Technical Bid) – To be Submitted online only**	
	Supporting documents for fulfilling Minimum conditions of Eligibility of Applicant / Bidder, please refer Para 2.2. of Tender document	
	Qualification Criteria :- Bidder has to submit all Forms of Technical Proposal, which includes Form 1: Letter of Proposal Form 2: Particulars of the Applicant Form 3: Statement of Legal Capacity Form 4: Power of Attorney Form 5: Abstract of Eligible Assignments of the Applicant / Experience of the bidder Form 6: Eligible Assignments of Applicant Form 7: Financial Capacity of the Applicant Form 8: Proposed Methodology and Work Plan Form 9: Undertaking for Corrupt & Fraudulent Practice Form 10: Undertaking for Downloaded Tender Document Form 11: Undertaking for Encashment / Forfeiture of Tender Security Form 12: Undertaking for land border clause Form 13: Undertaking for DIPP Form 14: Form for seeking queries Form 15: Form for Tender Security Form 18: Check List –for submission of Bid Online The above mentioned forms must be supported with all required documentary evidences.	
	Other Submission Signed & stamped copy of GST registration number EPF & ESIC Registration Any other document as per the requirement of Tender Document.	

C	**Envelope – III (i.e. Tender Document) containing the unfilled copy of Tender Document and all the Addenda and Clarifications issued by GMRC** - shall be digitally signed by tenderer or his representative holding the power of attorney (Enclose the original Power of Attorney) as token of acceptance of all terms and conditions mentioned in tender document – To be submitted online through digitally signed copy.	

Note :

1. On submission of forms on N Procurement (i.e. Envelope – I & II), the bidder may note that there is a size limit of 3 MB of one document, however, there is no limit of nos. of attachment with size limit of 3 MB. Hence, for e.g if you are uploading form 15 in three parts/files with size limit of 3 MB then you have to rename the file as (1) form 15, part 1, (2) form 15 part 2 & (3) form 15 part 3.

2. The bidders are advised not to compress, reduce, or otherwise compromise the quality and readability of the technical submission documents while uploading their bids

Appendix – I

Form – 19, Form for raising Pre-bid Queries

SN	Section	Page no.	Tender Condition	Bidder's Query

APPENDIX-II

FINANCIAL PROPOSAL

PREAMBLE

1. This shall be read in conjunction with Instructions to Tenderers, Scope of Work, Conditions of Contract, and Other parts of bid document.
2. If the tenderer fails to quote rates against any item, the tender may be treated as incomplete and non-responsive and shall be rejected.
3. Errors will be corrected by the employer for any arithmetic errors in computation or summation as per contract conditions.
4. All the unit rates and amounts should be filled both in figures and words. In case of any discrepancy between the two, the value provided in words shall be treated as sacrosanct.
5. The quote will be exclusive of GST. The GST as applicable will be reimbursed to consultant on submission of documentary evidence.
6. The Reports / Deliverables will be reviewed by GMRC on each stage and on acceptance of same only the payment of that particular stage will be processed.
7. The total cost will be inclusive of remuneration of key & support personnel, cost for reports & documents printing, travel & accommodation, site visits, office equipment & stationary, all general risks, insurance liabilities, compliance with Labour Law and any obligations set out or implied in the contract in completion of the work.

APPENDIX-II

Form-1

Covering Letter (On Applicant's letter head)

(Date and Reference) To* **

Dear Sir,

Subject: "Appointment of Labour Law Consultant for Gujarat Metro Rail Project"

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

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

We understand you are not bound to accept any proposal you receive.

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

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

APPENDIX-II

Financial Proposal

Form-2

Having examined the Tender Documents No. GMRC/Consultant/Labour Law/2026 as set out in your Notice of Invitation to Tender, Instructions to Tenderers, the Conditions of Contract and the matters set out in the tender documents, we undertake to provide "Appointment of Labour Law Consultant for Gujarat Metro Rail Project"
The tenderer shall quote their offer in INR only (Excl. of GST).

SN	Particular	Labour Details	Nos. of Contract	Bidder's Quote Per Contract Monthly basis	Period	Total
(A)	(B)	(C)	(D)	(E)	(F)	(G) = (D *E*F)
1	Contractor at Ahmedabad / Gandhinagar	Labour Up to 200	33		12 Months	
2		Labour 201 to 500	10		12 Months	
3		Labour More than 500	2		12 Months	
4	Contractor at Surat	Labour Up to 200	21		12 Months	
5		Labour 201 to 500	10		12 Months	
6		Labour More than 500	4		12 Months	
					Total Quote (H)	

Note:

1. All the quoted amounts shall be inclusive of all taxes, duties, cess, royalties, levies, etc., except GST. The GST shall be reimbursed as applicable, on submission of documentary evidence by the agency. The total cost will be inclusive of remuneration of key & support personnel, cost for reports & documents printing, travel & accommodation, site visits, office equipment & stationary, all general risks, insurance liabilities, compliance with Labour Law and any obligations set out or implied in the contract in completion of the work.

2. The nos. contract as mentioned in Column (D) may vary (increased / decreased) based upon the requirement of Employer. Accordingly, the payment will be made by GMRC to Labour Consultant.

3. The nos. of labour as mentioned in Column (C) may vary (increased / decreased) based upon the site condition / requirement from SN 2 to 1 or 3 or vice versa. Accordingly, the rate will be adjusted based on the corresponding category quoted by the Agency at Sr. No. 1, 2, or 3, as applicable.

e.g. The contractor based at Ahmedabad / Gandhinagar has taken the labour licenses for more than 500 labourers, however, during the site audit, it was found that the contractor has engage less than 500 labourers. In this case, considering the nos. of labourer, the rate quoted by bidder at SN 1 to 2 or 3 will be applicable or vice versa.

4. The total of quote (H) will be considered for financial evaluation.