



GURUGRAM METRO RAIL LIMITED (GMRL)

“Construction of Depot cum Workshop including Civil works, Architectural works and E&M works, for Elevated Corridor of Gurgaon Metro at Sector 33, Gurugram, India.” between Millennium City Centre and Cyber City.”

Notice Inviting Tender

Contract No: AC-04

FEBRUARY 2026

GURUGRAM METRO RAIL LIMITED (GMRL)

HMRTC Depot 2, Near AIT Chowk, Sector 52-53, Golf Course Road
Gurugram – 122011, Haryana, India

Email: contracts@gmrl.org.in, Website: <https://www.gmrl.org.in/>

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NOTICE INVITING TENDER (NIT)

1.1 GENERAL

1.1.1 Name of Work:

Gurugram Metro Rail Limited (GMRL), a special purpose vehicle of Government of India (GoI) and Government of Haryana (GoH), invites Open E-Tenders (ICB) from eligible applicants, who fulfill qualification criteria as stipulated in Clause 1.1.3 of NIT for the work, “Tender No.: **GMRL/PROJ/2026/AC-04: “Construction of Depot cum Workshop including Civil works, Architectural works and E&M works, for Elevated Corridor of Gurgaon Metro at Sector 33, Gurugram, India.” between Millennium City Centre and Cyber City.”**

The brief scope of the work and site information is provided in ITT Clause A1 (Volume-1) & Employer’s Requirements (Volume–3)

1.1.2 Key details:

Approximate Cost of Work	Rs.409.78 Cr (including GST)
Tender Security Amount	<p>Amount of Tender Security: ₹ 1.00 Crore</p> <p>The Tender Security shall be acceptable in any of the following forms:</p> <ul style="list-style-type: none"> (a) an unconditional Bank Guarantee issued by a Nationalized/Scheduled Commercial Bank; (b) Deposited through E-procurement System; (c) Fixed Deposit Receipt issued by a Bank; and (d) Demand Draft issued by a Bank. <p>In the case of a Bank Guarantee, the scanned copy of the Bank Guarantee shall be uploaded along with the Tender Documents. The Tender security shall be submitted using the Tender Security Form included in ITT.</p> <p>Validity of Tender Security in case of BG/FDR/TDR: 180 days from the last date of Tender Submission.</p> <p>Tender Security (in original) as per clause C18 of ITT shall be accepted only up to 06.04.2026 upto latest 11:00 Hrs., in the office of GM/Contracts, Gurugram Metro Rail Limited at the address mentioned hereinafter. In case the tender security is not received by the above due date and time, the tenders of such tenderers will not be opened.</p> <p>In case of RTGS/NEFT/IMPS transactions, bidders shall upload the scanned copies of transaction of payment of tender security / EMD including e-receipt (clearly indicating UTR No. and tender reference i.e. Contract No. GMRL/AC-04 must be entered in remarks of online transaction of payment, failing which payment may not be considered) to be uploaded in online bid submission.</p> <p>Note: Bidders to note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/ Consortium, the tender</p>

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	<p>security can either be paid from JV/Consortium account or one of the constituent members of JV/Consortium.</p> <p>If tender security has been made from other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.</p> <p>For further details, clause C18 of ITT may be referred.</p>
Completion period of the Work	21 months
Tender documents on sale	<p>From 05.03.2026 to 06.04.2026 (up to 14:30 hrs.) on e-tendering portal of GMRL https://etenders.hry.nic.in.</p> <p>Tender document can only be obtained online after registration of bidder on the e-tendering portal of GMRL. For further information in this regard, bidders are advised to contact GM/Contracts at Email: contracts@gmrl.org.in. For technical queries related to Central Procurement Portal, Help Desk No: 0120-4200462, 0120-4001002 and 0120-4001005.</p>
Cost of Tender documents	<p>Non-Refundable Tender Document Cost of Rs.23,600/- (Rupees twenty-three thousand six hundred only) (inclusive of 18% GST) shall only be accepted online only in form of NEFT/RTGS on or before 14:30 hours on 06.04.2026.</p> <p>The tenderers are required to upload the receipt towards payment of tender cost along with the tender upto 15.00 hrs on 06.04.2026.</p>
Pre-bid Meeting	<p>16.03.2026 at 11:30 hrs.</p> <p>The pre-bid meeting shall be conducted through video conferencing by software apps such as Web-Ex/ Microsoft Teams. All Prospective bidders shall provide the details of the person(s) (Mobile No. and E-mail id) (maximum up to two) who will be participating in such virtual meeting at least one day before the meeting or latest by 10:00 hrs on the date of Pre-Bid Meeting to the registered official email of GMRL i.e. contracts@gmrl.org.in so that links having details such as software, meeting ID, password, etc. can be mailed to these persons at least 1 hour before the scheduled pre-bid meeting.</p>
Last date of Seeking Clarification	20.03.2026
Last date of issuing reply to queries	30.03.2026
Date & time of Submission of Tender	06.04.2026 up to 15:30 hrs.
Date & time of opening of Technical Bid	06.04.2026 at 16:00 hrs.

BANK DETAILS FOR MAKING PAYMENT				
Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC Code
HDFC BANK LTD	Sector-53, VATIKA ATRIUM, A- Block, Golf Course Road, Sector-53, Gurgaon 122002	GURUGRAM METRO RAIL Limited 50200091366981	Govt Current Account	HDFC0000572

1.2 QUALIFICATION CRITERIA:

1.2.1 Eligible Applicants:

1. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.2.2 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract. Also, each member shall be individually responsible for its duties as specified in the MOU/JV agreement submitted by the bidder in terms of clause 1.2.1 (13)(d).

Performance of each JV/Consortium partner shall also be judged on quarterly basis. In case, the performance of the partner(s) is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e. Part Termination of the contract.

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

- a) At their own, if they have adequate technical competence to the satisfaction of Employer.
- b) By subcontracting such scope of work of defaulting member(s) to technically competent Agency with the consent of Employer & without any financial implication to the Employer. In such cases, the limit of subcontracting the works up to 50% of total scope of work shall not apply.
- c) By induction of new member having adequate technical competence and meeting the original tender eligibility conditions, acceptable to the Employer in JV/Consortium replacing the defaulting member(s) & without any financial implication to the Employer. The new member(s) shall be jointly & severally liable for the performance of the whole contract and also shall submit the Performance Security from their bank account for an amount equivalent to the amount of forfeited amount of Performance security of defaulting member.

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

Further, the performance of each of JV/Consortium member may also be specifically stated in the Work experience Certificate / performance Certificates which may be issued to the bidder during or after execution of Work for their Business Development purposes.

In this regard, an undertaking by JV/Consortium members is required to be submitted as per the format **Appendix-6A** of Form of Tender.

2. (a) A non-Indian bidder (not restricted as defined in Clause 1.2.1 (17) below) is permitted to tender only in a joint venture or consortium arrangement with Indian Contractor or their wholly owned Indian subsidiary registered in India under Companies Act-2013. In such JV/Consortium, Indian contractor or Indian subsidiary (owned by foreign bidder) shall have minimum 74% participation and non-Indian bidder shall have maximum 26% participation.
- (b) A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
3. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for implementation of the project;
 - (b) a tenderer is an associate/affiliate (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) a tenderer lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for implementation of the project, if the personnel would be involved in any capacity on the same project.
4. The payment of the tender cost is acceptable from any account. However, tenderer shall submit such transaction details along with their tender submission on e-portal. If the same transaction reference number has been submitted for more than one bids, all such bids shall be considered ineligible and summarily rejected.
5. Any Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in Appendix-19 of Form of Tender.
6. Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by Any Metro Organization (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in Appendix- 19 of Form of Tender.
7. Tenderer (including any member in case of JV/consortium) for the works awarded by any Metro Organization (100% owned by Govt.) must have been neither penalized with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in Appendix-20 of Form of Tender.

8. Tenderer (any member in case of JV/Consortium) must not have suffered bankruptcy/insolvency during the last five (5) years (from the last day of previous month of tender submission). The tenderer should submit undertaking to this effect in Appendix – 21 of Form of Tender.
9. The tenderer (each individual member separately in case of JV/Consortium) shall not have total amount of dispute in their pending litigation more than Fifty percent (50%) of the tenderer's net worth (each individual member separately in case of JV/Consortium). The tenderer (each individual member separately in case of JV/Consortium) shall be examined for all pending litigation from all contracts completed or all ongoing contracts. The tenderer (each individual member separately in case of JV/Consortium) shall provide detailed information of all such pending litigations in the prescribed proforma given in Appendix-27 of Form of Tender. The details of all pending litigation shall comprise of all pending arbitration cases and also all pending court cases irrespective of whether these litigations have been initiated by the tenderer against their employer/client or by the client/employer against the tenderer. The amount of disputes shall also comprise of all the claim amount and also all counter-claim amount in such arbitration/court cases.
10. If the Tenderer or any of the constituent JV/Consortium member(s) does not meet the criteria stated in the Appendix 19 or Appendix-20 or Appendix-21 or pending litigation criteria as per Clause 1.2.1 (10), the tenderer including the constituent JV/Consortium member(s) shall be considered ineligible for participation in tender process and they shall be considered ineligible applicants in terms of Clause 1.2 of NIT.
11. If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-19, or undertaking submitted vide Appendix-20 or Appendix-21 or information submitted in Appendix-27, the same will be considered as “fraudulent practice” under Clause 4.33.1 a (ii) of GCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.33.1 (b) and 13.2.1 of GCC.
12. LEAD PARTNER/ NON-SUBSTANTIAL PARTNERS/ CHANGE IN JV/ CONSORTIUM
 - (a) Indian Contractor / Indian Subsidiary of JV/ Consortium must be the lead partner. Also lead partner must be a substantial partner in the JV/Consortium i.e. it should have a minimum of 26% participation in JV/Consortium.
 - (b) Partners having less than 26% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
 - (c) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of bids. In case of changes during tendering stage, the bid shall be treated as non –responsive.
 - (d) The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner particularly with reference to financial, technical and other obligations in the JV agreement/MOU submitted vide foot note (d) of Appendix 6 of Form of Tender, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as ‘breach of contract condition’ and/or ‘concealment of facts’ (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.

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

In case, it comes to notice of Employer either during or even after completion of Work that JV/ Consortium members have either altered / modified the MOU / JV agreement w.r.t. to the MOU submitted at tendering stage or entered a separate MOU/agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 4.33.1(a) (ii) of this tender for which every constituent of the JV/Consortia is liable to be debarred for a period up to three years along with such other legal actions as may be permissible under the law.

The JV/Consortium members shall submit undertaking to this effect in Appendix-6A of Form of Tender.

- (e) The Employer in such cases, may in its sole discretion take action under clause 4.33.1 (b) of GCC against any member(s) for failure in tenderer's obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in DMRC or take action to terminate the contract in part or whole under clause 13 of GCC as the situation may demand and recover the cost/damages as provided in contract.
13. A firm, who has purchased the tender document in their name, can submit the tender either as individual firm or in joint venture/Consortium. However, the lead partner in case of JV shall be one who has experience of similar work as per this tender.

14. Purchase Preference to Class-I local supplier/Preference to Make In India

a) Definitions:

- i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). **Minimum local content for 'Class-I local supplier' shall be 90% for the subject tender.**
- iii. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 90%, as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- iv. 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by DPIIT.
- v. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- vi. 'Margin of purchase preference' means the maximum extent to which the price quoted

by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference. **Margin of purchase preference shall be 20% for the subject tender.**

b) Procedure for Purchase Preference to ‘Class-I local supplier’ in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local supplier’, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a ‘Class-I local supplier’, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the ‘Class-I local supplier’, will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price.
- iii. In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price or accepts less than the offered quantity, the next higher ‘Class-I local supplier’ within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly.
- iv. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) Procedure for Purchase Preference to ‘Class-I local supplier’ in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER.

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local supplier’, the contract will be awarded to L1.
- ii. If L1 is not ‘Class-I local supplier’, the lowest bidder among the ‘Class-I local supplier’, will be invited to match the L1 price subject to Class-I local supplier’s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price.
- iii. In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price, the ‘Class-I local supplier’ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
- iv. In case none of the ‘Class-I local supplier’ within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.”

d) Minimum Local content and verification of local content:

- i. The ‘Class-I local supplier’ / ‘Class-II local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self- certification that the item offered meets the minimum local content requirement for ‘Class-I local supplier’ / ‘Class-II local supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the ‘Class-I local supplier’ / ‘Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content after completion of works to the Engineer.
- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail

companies.

- iv. Supplier/bidder shall give the details of the local content in a format attached as Appendix-23 and Appendix-24 of FOT duly filled to be uploaded along with the technical bid. In case, bidder do not upload Appendix-23 and Appendix-24 of FOT duly filled along with their technical bid, supplier/bidder shall be considered as ‘Non-local supplier’ and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except Global tender enquiries in terms of Clause 3(b) of Order No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- e) Complaints relating to implementation of Purchase Preference**
- a) Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

15. Restriction of Bidders from Countries sharing Land Borders with India:

Any bidder from a country which shares a land border with India will be eligible to bid as a member of a JV / Consortium only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory. However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

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.

Certificate of Compliance

An undertaking shall be taken from bidders as per Appendix-26 of FOT, certifying that the bidders fulfil all the requirements contained in the aforesaid clause.

Definitions:

"Bidder" (including the term 'tenderer', 'consultant' 'vendor' 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.

"Bidder from a country which shares a land border with India" 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

"Beneficial owner" will be as under:

- i. 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(s), **has a controlling ownership interest or who exercises control through other means.**

Explanation—

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

"Control" shall include the right to appoint the 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 voting agreements;

- ii. 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;
- iii. 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;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. 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.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons

1.2.2 Minimum Eligibility Criteria:

1.2.2.1 Work Experience: The tenderers will be qualified only if they have successfully completed/substantially completed similar work(s) as prime contractor/member of JV during last seven years upto last day of previous month of bid submission as given below:

- (i) **At least one work of similar nature of value of Rs.327.82 crores or more.**

OR

- (ii) **Two works of similar nature each of value of Rs. 204.89 crores or more.**

OR

- (iii) **Three works of similar nature each of value of Rs.163.91 crores or more.**

The “Similar Work” for this Contract shall be:

“Construction of Metro Depots / Railway Workshops / High-Speed Rail Depots / NCRTC Depots / Metro Alignment Construction (elevated or underground) with Metro Stations (including architectural finishing, PEB and E&M works)/ Metro Stations (including architectural finishing, PEB and E&M works), for Railways / Metro Organizations / NCRTC / NHRCL or other Government / Public Sector organizations.”

Substantially completed means the Similar work must have been completed at least 80%. Client certificate should clearly mention extent of completion.

In case of foreign partner of JV, if the above works have been done by the foreign partner and it was done in the country of the foreign partner then in addition to the above works, the foreign partner should have done works (which need not be similar in nature) **equal to or more than Rs.163.91 crores** outside the country of the foreign partner.

The credentials of Sub-contractor will not be considered for determining the eligibility of the Contractor against this criterion.

Notes:

- The tenderer shall submit details of works executed by them only **as a Prime Contractor** in the Performa of **Appendix-17 of FOT** for the works to be considered for qualification of work experience criteria. **Prime contractor shall mean a bidder who has executed the works directly in the capacity of Contractor (and not merely as Project Implementing Agency (PIA)/ Employer’s representative (ER)/ Project Management Consultant (PMC) or as a material supplier either individually or as a part of a JV Consortium. Works executed exclusively as PIA, ER, PMC, material supplier shall not be considered for qualification.** Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates/**Form 26 AS** for all payments received and copy of final/last bill paid by client shall also be submitted.
- Value of successfully completed portion of any ongoing work up to last day of the month previous to the month of tender submission shall be considered for qualification of work experience criteria.
- 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 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year.
- In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

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

(i) **T1 – Liquidity:**

It is necessary that the firm can withstand cash flow that the contract will require until payments received from the Employer. Liquidity therefore becomes an important consideration.

This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of **Rs.35.00 Crores** for this contract, net of applicant’s commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or (in case of foreign parties) from an international bank of repute acceptable to GMRL **as per standard performa**

provided in ITT as Annexure-9 and it should not be more than 3 months old as on date of submission of bids.

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

Example: Let member-1 has percentage participation=M and member-2 has percentage participation=N. If minimum liquidity required is 'W' then

$$\text{liquidity of member-1} \geq \frac{W M}{100} \quad \text{and}$$

$$\text{liquidity of member-2} \geq \frac{W N}{100}$$

(ii) **T2 - Profitability:**

Profit before Tax should be Positive in at least 2(two) year, out of the last five audited financial years.

In Case of JV: The profitability of only lead member shall be evaluated.

(iii) **T3 - Net Worth:**

Net Worth of tenderer during last audited financial year should be \geq **Rs.47.0 Crores**

In Case of JV- Net worth will be based on the percentage participation of each Member.

Example: Let Member-1 has percentage participation = M and Member-2 has =N. Let the Net worth of Member-1 is A and that of Member-2 is B, then the Net worth of JV will be:

$$\frac{=AM+BN}{100}$$

(iv) **T4 – Average Annual Turnover:**

The average annual turnover from construction of last five financial years should be \geq **Rs.188.0 Crores.**

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

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be

$$\frac{=AM+BN}{100}$$

Notes:

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

done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

1.2.2.3 Bid Capacity Criteria:

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

$$\text{Available Bid Capacity} = 2 \cdot A \cdot N - B$$

Where:

- A = Maximum of the value of construction works executed in any one year during the last five financial years (updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year).
- N = No. of years prescribed for completion of the work
- B = Value of existing commitments (as on last day of the month previous to the month of tender submission) for on-going construction works during period of **21 months** w.e.f. the last day of the month of tender submission.

Notes:

- Financial data for latest last five financial years has to be submitted by the tenderer in Appendix-15 of FOT along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original.
- Value of existing commitments for ongoing construction works during period of 21 months w.e.f. the last day of the month of tender submission has to be submitted by the tenderer in Appendix-16 of FOT. These data shall be certified by the Chartered Accountant with his stamp and signature.
- In the case of a group the above formula will be applied to each member to the extent his proposed participation in the execution of the work. If the proposed % participation is not mentioned then equal participation will be assumed.

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

Suppose, there are P & Q members in JV / group with their participation in JV/group as 70 % and 30 % respectively and available bid capacity of these members as per above formula individually works out 'X' and 'Y' respectively, then Bid Capacity of JV

/ group shall be as under:

$$\text{Bid Capacity of the JV/ Group} = 0.7 X + 0.3 Y$$

- 1.2.2.4 The tender submission of tenderers, who do not qualify the minimum eligibility criteria & bid capacity criteria stipulated in the clauses 1.2.2.1 to 1.2.2.3 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.2.2.1 to 1.2.2.3 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender prescribed in the ITT.

1.2.3 The Tender documents consist of:

- Volume 1** Notice Inviting Tender
 - Instructions to Tenderers (including Annexures)
 - Form of Tender (including Appendices)

- Volume 2** Special Conditions of Contract (including Schedules)
 - General Conditions of Contract

- Volume 3** Employer’s Requirements – General
 - Employer’s Requirements – Functional
 - Employer’s Requirements – Design
 - Employer’s Requirements – Construction
 - Employer’s Requirements – Appendices

- Volume 4** Bill of Quantities

- Volume 5** Technical Specifications

- Volume 6** Tender Drawings

- Volume 7** Reference Document - Geotechnical Report

- Volume 8** Condition of Contract on Safety, Health & Environment (SHE)

- 1.2.4 The contract shall be governed by the documents listed in Para 1.2.3 above along with latest edition of CPWD Specification, IRS Specifications & MORTH Specifications. These may be purchased from the market.
- 1.2.5 The tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of Gurugram Metro Rail Limited HMRTC Depot 2, Near AIT Chowk, Sector 52-53, Golf Course Road, Gurugram – 122011, Haryana, India, Email: contracts@gmrl.org.in.
- 1.2.6 All tenderers are hereby cautioned that tenders containing any material deviation or reservations as described in **Sub-Clause. E 4.4 of “Instructions to Tenderers”** and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- 1.2.7 Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 1.2.8 Tenders shall be **valid for a period of 180 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount and acceptable form as per Clause 18 of ITT.
- 1.2.9 GMRL 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 GMRL for rejection of his proposal.

**General Manager/Contracts
Gurugram Metro Rail Limited**