



“General Civil Maintenance Work of Viaduct & 07 Metro Stations (i.e. Sardar Patel Stadium, Commerce Six Road, Gujarat University, Gurukul Road, Doordarshan Kendra, Thaltej and Thaltej Gam) excluding Old High Court Station of East-West Corridor Western Reach Section from Shahpur Ramp to Thaltej Gam Dead End of Ahmedabad Metro Rail Project Phase - 1”

TENDER NO: GMRC/CIVIL MAINTENANCE/WR/PH-1/2026

VOLUME - 1

FORM OF TENDER (INCLUDING APPENDICES)

Gujarat Metro Rail Corporation (GMRC) Limited

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

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

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

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

FORM OF TENDER (INCLUDING APPENDICES)
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Note: The Form of Tenders with all the appendices are to be submitted physically as well as uploaded online at <https://tender.nprocure.com> before the last date & time of bid submission mentioned in Key Details (Clause 1.1.2) of NIT.

FORM OF TENDER

Date:

To : **Managing Director**
(Kind Attn: I/C GM – Contract)
Gujarat Metro rail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A,
Gandhinagar: 382010,
Gujarat, India

Name of Work: “General Civil Maintenance Work of Viaduct & 07 Metro Stations (i.e. Sardar Patel Stadium, Commerce Six Road, Gujarat University, Gurukul Road, Doordarshan Kendra, Thaltej and Thaltej Gam) excluding Old High Court Station of East-West Corridor Western Reach Section from Shahpur Ramp to Thaltej Gam Dead End of Ahmedabad Metro Rail Project Phase - 1”

TENDER NO.: GMRC/CIVIL MAINTENANCE/WR/PH-1/2026

1. Having inspected the Site, examined the General Conditions of Contract, Special Conditions of Contract, Condition of Contract on Safety & Health and Environment, Employer's Requirements (include Scope of Work & Appendices), Technical Specifications for Phase II (Civil Works), Tender Drawings including Bill of Quantities, and addenda thereto (if any) issued by the GMRC for the design and construction of the above- mentioned Works, and the matters set out in Appendix 1 hereto, and having completed and prepared Appendices 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 17, 17A, 18, 19, 19A, 20, 21, 22, 23, 24, 26, 27, 28, 30 & 31 hereto, we hereby (jointly and severally)* offer to design, construct and complete the whole of the said Works and Commissioning and remedying any defects therein, in conformity with the above documents within the completion period of 24 months (from the date of Commencement) for the sum stated in the Bill of Quantities (Volume 3 of Tender Documents) as completed by us and appended hereto.
2. We undertake (jointly and severally)*:
 - (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in Notice of Invitation to Tender hereto (the withdrawal of any member or any other change in the composition of the partnership/joint venture/consortium on whose behalf this Tender is submitted shall constitute a breach of this undertaking)*; and
 - (b) if this Tender is accepted, to provide Guarantees, Undertakings & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendix 1 hereto; and
 - (c) to hold in confidence all documents and information whether technical or commercial supplied to us at any time by or on behalf of the GMRC in connection with this Tender or with the above- mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
3. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
4. Unless and until a formal agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We declare that the submission of this Tender confirms that no agent, middleman or any

intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that 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 does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

7. We acknowledge that the Appendix forms an integral part of the Tender.
8. We have independently considered the amount shown Clause 8.5 of the General Conditions of Contract as liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
9. If our Tender is accepted we understand that we are to be held solely responsible for the due performance of the Contract.
10. We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with C11 of ITT.
11. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with C11 of ITT.
12. We are not participating, as a Tenderer, in more than one tender in this tendering process and we are not sub-contractor to any other tenderer participating in this tendering process in accordance with A5 of ITT.
13. We do hereby undertake that we have not been banned for business by GMRC/ Any other Metro Organisation (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries and also that none of our work was rescinded/terminated by GMRC/ Any other Metro Organisation (100% owned by Govt.) after award of contract during last 3 years due to non-performance.

We are, Gentlemen,

Yours faithfully,

Signature:

Date _____

Name _____

For and on behalf of _____

Address

Signature

Date _____

Name _____

For and on behalf of _____

Address

Witness:

Signature _____

Date _____

Name _____

Address _____

Witness:

Signature _____

Date _____

Name _____

Address _____

* Note:

If the Tenderer comprises a partnership, joint venture or consortium:

- (a) the provisions marked with an asterisk are to be retained subject to deletion of the brackets and inapplicable descriptions (i.e. partnership, joint venture or consortium).

- (b) the liability of each member under the Tender, and under any contract formed upon its acceptance, will be joint and several.
- (c) An authorized representative of each member must sign the Tender.
- (d) Signature on the Form of Tender shall be witnessed and dated.
- (e) Copies of the relevant power of attorney shall be attached.

FORM OF TENDER – APPENDIX-1
[REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT (GCC)]

| S. No. | DESCRIPTION | REF. TO CLAUSE NO. | REQUIREMENT |
|---------------|---|-----------------------------|---|
| i | Amount of Performance Security | Clause 4.2 of the GCC | 10% of the Contract Price |
| ii | Latest 'date for commencement' of the Works | Clause 8.1 of the GCC | Date given in LOA or Employer's Notice to Proceed |
| iii | 'Time for completion' of the work from the date of commencement of the work | Clause 8.2 of the GCC | 24 months |
| iv | Liquidated Damages | Clause 8.7 of the GCC & SCC | <p>(i) If the contractor fail to complete works within the original or extended time limit, the contractor shall pay penalty of 10% of amount of actual remaining work. The amount of work for which the scope of contractor is reduced shall not be considered for the calculation of liquidated Damage</p> <p>(ii) GMRC / Engineer will report the civil maintenance works on requirement basis to the successful contractor vide letter / email, If the reported works are not attended / executed within 10 days, the Liquidated damages of INR 5000/- Per day shall be levied for the delayed period.</p> <p>In addition to above, after repetitive reminder if the contractor fails to attend / execute work in due timeline, GMRC shall have the discretion rights to get the work completed from any other contractor at the risk and costs of the original contractor</p> <p>(iii) The maximum limit of Liquidated Damages shall be 10% of the total Contract Value.</p> |
| v | 'Defects Liability Period' for the whole of the Works | Clause 11 of the GCC | 6 month after the date of issue of Taking- Over Certificate for the Whole of the Works. |
| vi | Amount of advance payment | Clause 14.2 of the GCC | No Advance Payment |
| vii | Amount of Professional Indemnity Insurance (PII) | Clause 18.1 and 18.5 of the | Not Applicable |

| | | | |
|------|--|----------------------------|--|
| | | GCC & SCC | |
| viii | Insurance cover for Contractor's All Risk and other requirements as specified in the GCC | Clause 18 of the GCC & SCC | 100% of the Total Contract Price. |
| x | Insurance for Workers/ employee | Clause 18.4 of GCC | All the contractor's employee shall have to be covered under ESI and ECA as per the present rules and regulation |
| ix | Amount of Third-Party Insurance | Clause 18.3 of the GCC | 10% (Ten Percent) of the total Contract Value. |
| x | Contract Key Dates | Clause 8.3 of the GCC | Refer NIT/SOW |
| xi | Period in which all insurances have to be effected | Clause 18.5 of the GCC | Within 4 weeks from the "date of commencement" |
| xii | (a) Contractor's Name and Address | | (Tenderer to Complete) |
| | (b) Employer's Name and Address | | Gujarat Metro Rail Corporation (GMRC) Block No. 1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar : 382010 Gujarat, India |

Signature of authorized signatory of Tenderer

Date :

Place :

FORM OF TENDER - APPENDIX 2**BILL OF QUANTITIES / PRICING DOCUMENT**

We _____ (name of the tenderer/Joint venture) hereby undertake that the Bill of Quantities/ Pricing Document (Volume 3 of the tender documents) duly completed in all respect has been uploaded by us on N-Procurement site <https://tender.nprocure.com>

Signature of authorized signatory of Tenderer

FORM OF TENDER - APPENDIX 3**OUTLINE QUALITY PLAN**

The Contractor shall establish and maintain a Quality Assurance System in construction procedures and the interfaces between them. This Quality Assurance system shall be applied without prejudice to, or without in any way limiting, any Quality Assurance Systems that the Contractor already maintains.

The Tenderer shall submit as part of his Tender an Outline Quality Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient Quality Assurance System. The outline Quality Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required.

The Tenderer may be requested to amplify, explain or develop its Outline Quality Plan prior to the date of acceptance of the Tender and to provide more detail with a view to reaching provisional acceptance of such a plan.

FORM OF TENDER - APPENDIX 4**OUTLINE SAFETY & HEALTH PLAN AND OUTLINE ENVIRONMENT PLAN**

The Tenderer shall submit as part of his Tender an Outline Safety & Health Plan and Outline Environment Plan which shall contain sufficient information to demonstrate clearly the Tenderer's proposals for achieving effective and efficient compliance to the conditions of contract on Safety & Health and Environment. The Outline Safety & Health Plan and Outline Environment Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Safety & Health and Environment as required by **Clause 4.18 of the GCC**.

The Outline Safety & Health Plan and Outline Environment Plan shall be headed with a formal statement of policy in relation to Safety & Health and Environment protection and shall be sufficiently informative to define the Tenderer's plans and set out in summary an adequate basis for the development of the Site Safety & Health Plan and Site Environment Plan to be submitted in accordance with **Clause 4.16 and 4.17 of the GCC**.

The Tenderer may be requested to amplify, explain or develop his Outline Safety & Health Plan and Outline Environment Plan prior to the date of acceptance of the Tender and to provide more details with a view to reaching provisional acceptance of such plans.

FORM OF TENDER - APPENDIX 5

TENDERER'S TECHNICAL PROPOSAL

Not Used

FORM OF TENDER - APPENDIX 6**GENERAL INFORMATION ABOUT THE TENDERER (Page 1)**

| A. TENDERER INFORMATION SHEET | | |
|---|---|-----------------|
| Tenderer's Legal Name | | |
| Legal status of the Tenderer | Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one) | |
| In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2)) | Legal Name of JV/Consortium member | % participation |
| | 1. | |
| | 2. | |
| | 3. | |
| Lead member of JV/Consortium | | |
| Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication | | |
| Tenderer's authorized signatory (name, designation, address, contact no.) | | |
| Tenderer's authorized representative (name, designation, address, contact no.) | | |
| FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) : <ul style="list-style-type: none"> a) Affidavit in case of Proprietary firm. b) Partnership Deed in case of partnership firm. c) Memorandum & Article of Association in case of a Public/Private limited company. d) In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc. e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium. <p>Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with GMRC related to the tender.</p> | | |

FORM OF TENDER - APPENDIX 6
(Page2)

| B. JV/CONSORTIUM MEMBER INFORMATION | |
|--|---|
| MEMBER – 1 | |
| JV/Consortium Member's Legal Name | |
| Legal status of the Member | Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one) |
| Member's country of constitution | |
| Member's legal address, telephone numbers, fax numbers, email address) | |
| Member's authorized representative (name, designation, address) | |
| MEMBER – 2 | |
| JV/Consortium Member's Legal Name | |
| Legal status of the Member | Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one) |
| Member's country of constitution | |
| Member's legal address, telephone numbers, fax numbers, email address) | |
| Member's authorized representative (name, designation, address) | |

Add more member details if required

**SIGNATURE OF AUTHORIZED SIGNATORY
ON BEHALF OF TENDERER**

FORM OF TENDER - APPENDIX 6A**(Undertaking by JV/Consortium members)**

We understand that,

1. In case, it comes to notice of GMRC either during or even after completion of Work that JV/Consortium members have either altered / modified the MOU / JV / Consortium agreement w.r.t. to the MOU submitted at tendering stage or entered a separate MOU/ Agreement or made any other arrangement akin to a contract without the specific approval of Employer in writing, it shall be treated as a fraudulent practice under GCC clause 9 (a) (ii) of this tender for which every constituent member of the JV/Consortia is liable to be debarred for a period up to three years along with such other legal actions as may be permissible under the law.

2. Apart from all of us being jointly and severally responsible, we understand that each of us shall also be individually responsible for our duties as specified in the MOU/JV agreement submitted in terms of clause 1.1.3.1 vii d of NIT. In case our JV/Consortium qualifies the criteria of work experience on the basis of our experience, each of us shall be responsible for deployment of key staff mentioned in Scope of Work. In case of failure on our part in fulfilling these duties, the performance security submitted by us may be forfeited by the Employer in addition to other actions.

A) We are aware that our performance shall be adjudged by the Employer on quarterly basis, and if the same is not found satisfactory, actions as deemed appropriate by the Employer may be taken including termination of contract or termination of any of JV/Consortium member(s) from the contract i.e Part Termination of the contract as elaborated in NIT clause 1.1.3.1 i (Eligible Applicants). We are also aware that the performance of each of us may be specifically stated in the work experience certificate / performance Certificates which may be issued to us during or after execution of Work for our Business Development purposes.

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

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

AND SO ON.....

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

Note:

1. This undertaking shall be signed by each of the JV/Consortium members.

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

FORM OF TENDER - APPENDIX 7**STAFFING SCHEDULES AND ORGANISATION CHART**

1. We hereby confirm to deploy the minimum project personnel as per Annexure – 4 of ITT and with prescribe qualifications and experiences as detailed in Annexure -4 of ITT.

**SIGNATURE OF AUTHORISED
SIGNATORY ON BEHALF OF TENDERER**

Note: The Tenderer shall provide a complete Staffing Schedule and Organization Chart he proposes for the work which has to satisfy the requirement of item 1 above.

FORM OF TENDER - APPENDIX 8**SCHEDULE OF COMPONENTS MANUFACTURED OFFSHORE****Schedule of Components Manufactured Offshore**

| Item | Description of Plant to be Imported |
|------|--|
| | (to be produced and submitted by Tenderers) |

FORM OF TENDER - APPENDIX 9**TENDER INDEX**

The Tenderer shall include with his Tender an index which cross refers all of the Employer's tender requirements elaborated in these documents to all the individual sections within **Tender No. GMRC/CIVIL MAINTENANCE/WR/PH-1/2026**: Technical Package which the Tenderer intends to be the responses to each and every one of those requirements.

The Tender Packages submitted must be clearly presented, all pages numbered and aid out in a logical sequence with main and subheadings to facilitate evaluation.

FORM OF TENDER - APPENDIX 10**RESOURCES PROPOSED FOR THE PROJECT – PLANTS & EQUIPMENTS**

1. We hereby confirm to deploy the resources as per mentioned in Annexure-5 of ITT.
2. We also confirm to deploy plants & equipments over and above the numbers indicated as per Annexure-5, if the work requires so.

Seal & Signature of Authorized Signatory of the Tenderer

NOTE : The Tenderer shall provide complete details of Resource Plants & Equipments, he proposes for the work which has to satisfy the requirement of item 1 & 2 above.

FORM OF TENDER - APPENDIX 11As per Clause A4.2**UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE**

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice as defined in Clause 4.28 of the Special Conditions of Contract and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award 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 include any such amount.

STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

NOTE:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.

FORM OF TENDER - APPENDIX 12
[As per Clause C2.2 (m)]
COPYRIGHT UNDERTAKING

Date.....

To : **Managing Director**
(Kind Attn: GM- Contract)
Gujarat Metro Rail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A,
Gandhinagar: 382010,
Gujarat, India

LETTER OF UNDERTAKING

Tender No GMRC/CIVIL MAINTENANCE/WR/PH-1/2026:

“General Civil Maintenance Work of Viaduct & 07 Metro Stations (i.e. Sardar Patel Stadium, Commerce Six Road, Gujarat University, Gurukul Road, Doordarshan Kendra, Thaltej and Thaltej Gam) excluding Old High Court Station of East-West Corridor Western Reach Section from Shahpur Ramp to Thaltej Gam Dead End of Ahmedabad Metro Rail Project Phase - 1”

We, _____ (name of tenderer / joint venture) hereby undertake that the downloaded tender documents and drawings as a necessary part of our preparation of this tender, shall be used solely for the preparation of the tender and that if the tender is successful, shall be used solely for the design of the temporary and permanent works.

We further undertake that the aforesaid tender drawings and documents prepared by Gujarat Metro Rail Corporation Limited shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the joint venture, the joint venture parent companies or sub-contractors of the joint venture are or will be involved with either in India or any other country.

Signed.....

For and on behalf of
(Name of Tenderer / Joint Venture)

FORM OF TENDER - APPENDIX 13**[As Per Clause C 15.1 of ITT]****PROFORMA FOR STATEMENT OF MINOR DEVIATIONS**

The following are the particulars of minor deviations from the requirements of the Tender Document:

| Sr. No | Clause | Deviations | Remarks (including justification) | Confirming that price of adjustment of each deviation/s is given in Annexure 13A of financial package (Yes/No) |
|--------|--------|------------|--------------------------------------|--|
| | | | | |

Note:

1. The Tenderer shall indicate price adjustment against each deviation in Annexure-13A of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating **"No Deviations"**. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect.

Signature of authorised signatory on behalf of Tenderer

FORM OF TENDER – APPENDIX 14

[As per clause C8]

TENTATIVE PROJECT IMPLEMENTATION PROGRAMME

To be submitted by the tenderer as per clause **C8 of ITT**

FORM OF TENDER - APPENDIX 15
FINANCIAL DATA

DELETED

FORM OF TENDER - APPENDIX 16

[As per clause F4.2]

FINANCIAL DATA – WORKS IN HAND – NOT USED

FORM OF TENDER - APPENDIX- 17**CONSTRUCTION WORK EXPERIENCE**

Tenderer's legal name

Date.....

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

Page of Pages

Type of Participation: Substantial/ Non- substantial (Tick whichever is applicable)

For works as stipulated under clause no. 1.1.3.2 A and 1.1.3.1 (vii) (b) of NIT (considering escalation as per Notes No. (e) of Clause 1.1.3.2 of NIT)

| | | |
|---|---|---|
| Construction Work Experience_ | | |
| Similar Contract Number _____ _____ required | | |
| Contract Identification | | |
| Award date | | |
| Completion date | | |
| Employer's Name | | |
| Employer's Address: Telephone / Fax number: E Mail | | |
| Role in Contract (Individual/JV/C onsortium member/sub- contractor) | Individual | JV/Consortium member |
| Contract value at time of LoA / Award of work | | Contract Value after amendment / variation (if any) = _____ |
| Completion Cost | (In currency as stated in Client Certificate) | In equivalent (last day of the month previous to the month of tender submission) price level |
| If JV member specify percentage participation in contract & amount (Please refer Note-1 below) | % participation | In equivalent (last day of the month previous to the month of tender submission) price level |
| Total Value of Construction Work (as per note 'h' of Clause 1.1.3.2 of NIT) | | In case of JV/Consortium, actual quantity executed by the applicant (Duly substantiated with Client Certificate) |

NOTE:

- Only the value of contract as executed by the tenderer/member in his own name should be indicated. 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.

2. Separate sheet for each work along with Clients Certificate to be submitted.
3. If the work includes works other than "Similar Work as per Clause 1.1.3.2 of NIT", than the client's certificate clearly indicating the amount for the "Similar Work as per Clause 1.1.3.2 of NIT" shall be furnished by the tenderer along with their submissions
4. The contractor is also required to attach copy of letter of award, completion certificate etc. with respect to the experience claimed by the Contractor.

FORM OF TENDER - APPENDIX -17

SUMMARY OF INFORMATION PROVIDED IN APPENDIX 17

Applicant's legal name

Date.....

Group Member's legal name.....

Page of pages

| Name of Applicant (each member in case of group) | Total Number of works As per clause no. 1.1.3.2 A of NIT at the price level of as on the last day of the previous month of tender submission | Total Number of works As per clause no. 1.1.3.1 (vii) (b) of NIT at the price level of as on the last day of the previous month of tender submission | No. of contracts delayed, i.e., completed beyond the original date of completion |
|--|---|--|--|
| | | | |

NOTE: -

1. In case the work was done as JV/Consortium, only the value of work done by the applicant as per his Percentage participation must be given.
2. Reasons of delay whether on contractors account or on account of Employer in each applicable case need to be enclosed separately.

FORM OF TENDER - APPENDIX 18**Financial DATA
(FINANCIAL STANDING)**

Applicant's legal nameDate

JV/Consortium Member's legal name.....Page of Pages

Each Applicant or member of a JV must fill in this form

| S.N | Description | Financial Data for Latest Last 5 Years (Indian Rupees) | | | | |
|-----|---|--|-----------|-----------|-----------|------------|
| | | 2020-2021 | 2021-2022 | 2022-2023 | 2023-2024 | 2024- 2025 |
| 1 | Annual turnover (from construction work) | | | | | |
| 2 | Gross Annual turnover | | | | | |

| | |
|-----------------------------------|--|
| Name of Chartered Accountant (CA) | |
| Seal and Signature of CA | |
| Membership Number of CA | |
| UDI no. of CA | |

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2020, 2021, 2022, 2023 and 2024
6. Return on Equity = Net Income / Shareholders Equity
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Shareholders equity does not include preferred shares.
7. This Appendix-18 of FOT shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp, membership number and Firm Registration Number.
8. The Years mentioned in the table are indicative only. Financial Data for latest last 5 (Five) audited financial years shall be considered for evaluation. 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' as per Appendix-18A of FOT. 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.

Appendix- 18A**(Affidavit for Unaudited Balance Sheet as per First Bullet of Notes of NIT Clause 1.1.3.2 B)**

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

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

I,..... (Name and designation of Authorised signatory)

of.....(Name of

Company/Firm/Proprietorship/Partnership)hereby confirm that the Balance sheet for Financial year i.e. **F.Y.**

2024-25 has actually not been audited/ or under finalization so far.

Signature of authorized signatory on behalf of Tenderer

*** In case the bidder is a Joint Venture/Consortium, each individual member has to submit this affidavit.**

| Appendix -18B (Summarised Financial Data) | |
|---|---------------------------------|
| Tender No. GMRC/CIVIL MAINTENANCE/WR/PH-1/2026 | |
| Tender Cost - INR 2.58 Cr. (Inclusive taxes) | 1 |
| Particulars | Furnish Relevant Details |
| 1. Name of Company | |
| 1.1.3.2 (B) Financial Standing | |
| 2. T4 Average of Annual Turnover from Related Works (Similar Work) For Last Five Audited Financial Years | |
| F.Y. 2024-25 | |
| F.Y. 2023-24 | |
| F.Y. 2022-23 | |
| F.Y. 2021-22 | |
| F.Y. 2020-21 | |
| 3. Average of Annual Turnover of Last Audited Five Financial Year | |
| 4. Appendix 18- Financial Data (Financial Standing) | |
| 5. UDIN Number | |
| 6. Appendix 18A- Affidavit for unaudited balance sheet Kindly mention the relevant page number of submitted Hard copies/ Appendix be attached | |
| 7. UDIN Number | |
| Note -The above all data shall be certified by Chartered Accountant in original under his signature, stamp, membership number & UDI No. | |

FORM OF TENDER- Appendix- 19
(Undertaking as per clause 1.1.3.1 v(a) & (b) of NIT)

We do hereby undertake that GMRC/ Any Other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce / Any other Government Organisation, applicable for all Ministries has not banned business with us as on the date of tender submission. Also any work of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, has not been rescinded/ terminated by GMRC/ Any Other Metro Organization (100% owned by Govt.) after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.

FORM OF TENDER Appendix- 19A**(Undertaking as per clause 1.1.3.1 v(c) of NIT)****(to be submitted by tenderer (single entity/JV) or by each member of the JV/Consortium separately)**

(i) We do hereby undertake that following is the list of all the on-going Civil Engineering works awarded by GMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 40% of NIT cost of work and the list of completed Civil Engineering Works awarded by GMRC/ any other Metro Organisation (100% owned by Govt.) within last one year (from the last day of the previous month of tender submission) of value more than 40% of NIT cost of work.

Applicant's legal name**Date.....****JV/Consortium Member's legal name.....Page Of Pages**

| S. No. | Contract No. & Name of Work | Name of Employer / Client | Name of the contractor including constituent members in case of JV/Consortium | Performance of work. | Performance based on |
|-----------------------------|-----------------------------|---------------------------|---|-----------------------------------|--|
| | | | | * Satisfactory/ Unsatisfactory | * Client's certificate/ Undertaking |
| 1 | | | | | |
| 2 | | | | | |
| Add required number of rows | | | | | |

* Strikethrough whichever is not applicable

(ii) We also do hereby undertake that the performance of works has been indicated above for all the works which are either based on client/Employer certificate or our undertaking. We also understand that GMRC at its sole discretion may get performance of any such work, for which undertaking of satisfactory performance has been given by us, directly from the Client / Employer for the Works listed above and if performance from Client / Employer for such work is found to be unsatisfactory, we shall be considered non-complaint to the tender condition.

Note :

- a) The tenderer may either submit satisfactory performance Certificate issued by the Client/ Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/ execution of work (for on-going works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non-compliant to the tender conditions In case of non submission of either satisfactory performance certificate from Client/ Employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note (b) below.
- b) If the tenderer or any of the constituent "substantial member(s)" of JV/Consortium has reported four or less number of works in the Appendix 19A then there should not be any unsatisfactory

performance in any of the works of tenderer or any of the constituent 'substantial member(s)' of JV/Consortium. Otherwise, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process. In other cases, if the Overall Performance of tenderer or any member of the constituent 'substantial member(s)' in case of JV/Consortium, in more than 20% of the works reported in the Appendix 19A (rounding off to the nearest lower whole number) is unsatisfactory, the tenderer including the constituent 'substantial member(s)' of JV/Consortium shall be considered ineligible for participating in tender process and they shall be considered ineligible applicants in terms Clause 1.1.3.1 of NIT.

- c) If there are any adverse remarks in the client's completion/performance certificate, the same shall be examined during technical evaluation.
- d) If there is any misrepresentation of facts with regards to performance in any of the works reported above, the same will be considered as "fraudulent Practice" under clause 4.28.1a (ii) of SCC and the tender submission of such tenderers will be rejected besides taking further action as per Clause 4.28.1(b) SCC & 15 of GCC.
- e) The undertaking shall be signed by authorized signatory of the tenderer.

Stamp & Signature of Authorised Signatory

Example:

| | | | | | | | | |
|--|-----|---|---|---|---|---|----|----|
| Works reported in the Appendix 19A | 0-4 | 5 | 6 | 7 | 8 | 9 | 10 | 14 |
| No. of unsatisfactory works acceptable | Nil | 1 | 1 | 1 | 2 | 2 | 2 | 3 |

FORM OF TENDER- Appendix- 20**(Undertaking as per clause 1.1.3.1v (d) of NIT)****(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)****(to be submitted by tenderer (single entity/JV) or by each member of the JV/Consortium separately)**

We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering works awarded by GMRC/ any other Metro Organization (100% owned by Govt.) of value more than 10% of NIT cost of work executed either individually or in a JV/Consortium during last three years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

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

FORM OF TENDER- Appendix- 21
(Undertaking as per clause 1.1.3.1 vi of NIT)

(UNDERTAKING FOR FINANCIAL STABILITY)

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

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

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

FORM OF TENDER- Appendix- 22**UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

We here by confirm that, we have downloaded / read the complete set of tender documents (as named in Clause 1.1.4 of NIT)/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 financial bid.

Stamp & Signature of Authorized Signatory

FORM OF TENDER- Appendix- 23**(Under as per Clause 1.1.3.1 ix(d) of NIT)**

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 04.06.2020 as amended from time to time (till date of submission of tender), that the item(s) offered meets the minimum local content of 90% / 20% and we meet the minimum local content requirement for “Class – I local supplier” / “Class – II local supplier” (strike-through whichever is not applicable). The details including name of vendor, location and percentage of local content is enclosed as Appendix-24 of FOT.

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 practise under SCC clause 4.28.1(a) (ii) of this tender for which the tenderer or its successor can be debarred for a period upto 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 practicing 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 04.06.2020, after completion of works to the Engineer.

STAMP & SIGNATURE IF AUTHORIZED SIGNATORY

Note:

1. This appendix need to be submitted only by “Class – I local supplier” / “Class – II local supplier” as specified in Clause 1.1.3.1 ix of NIT.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

FORM OF TENDER- Appendix- 24

Performa for Submission of the List of the Goods, Works & Services Tentatively Proposed to be offered with Local Value Addition

| S.No. | Description of Items (Goods/Works/Services) | Vendor | Location | % of Local content |
|--------------|--|---------------|-----------------|-------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

STAMP & SIGNATURE IF AUTHORIZED SIGNATORY

FORM OF TENDER- Appendix- 25
DETAIL OF THE PROPOSED SUBCONTRACTORS

Not Used

FORM OF TENDER- Appendix- 26**Details of Bank Account for refund of Tender Security/EMD****(Applicable if EMD/Tender Security deposited through Demand Draft/ Banker's Cheque)**

1. Name of the firm/ Bidder:
2. Complete Address:
3. Name of the Bank:
4. Branch:
5. Address of the Bank Branch:
6. Name of the account holder in bank.
7. Account Type:
8. Account Number:
9. IFS Code of the bank Branch:
10. Whether a copy of cancelled Cheque of the Bidder/Firm submitted: Yes or No (Please tick)
(A canceled cheque to be enclosed)

Certified that the information furnished above is correct.

Signature of the Authorized person of the
Firm/ bidder with seal & Date

Notes :-

- a) EMD/Tender Security will be refunded through NEFT/RTGS/IMPS/DD/Bankers Cheque/ any other mode of payment, in the name of firm and bank account mentioned in this appendix, which shall be of same firm and account through which EMD/ Tender Security has been paid to GMRC.
- b) EMD/Tender Security shall be paid in compliance with ITT Clause C18.1.2 / C18.1.3

APPENDIX-27

DELETED

FORM OF TENDER- Appendix- 28

(Pending Litigation as per Clause 1.1.3.1 v(e) of NIT) (to be submitted by tenderer (single entity) or by each member separately in case of JV/Consortium)

Applicant's legal name

Date.....

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

Page Of..... Pages

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

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

* or respective currency

STAMP & SIGNATURE OF AUTHORISED
SIGNATORY

Note:

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

FORM OF TENDER - APPENDIX- 29
SUBCONTRACTOR'S WORK EXPERIENCE

Not Used

FORM OF TENDER- Appendix- 30**CHECKLIST****[Refer: A3, A5.1 OF ITT and 1.1.3.1 (x) OF NIT]**

| SN | Particular | Yes | No | Reference (Document placed at in Technical Submission) |
|----|--|-----|----|--|
| | The bidder is participating in the form of JV / Consortium. | | | |
| | If yes, please provide the following information (to be submitted by bidder in separate sheet in technical submission) - (a) Name of the bidder participated as JV / Consortium : (b) Whether, the bidder participated is subsidiary or parent firm : (c) If subsidiary, provide the details of parent firm: (b) Country name of the bidder participated as JV / Consortium : (c) Percentage Participation of JV Members: | | | |
| 2 | The bidder participated in JV/Consortium, any of its member shares a land border with India. | | | |
| 3 | If yes in SN 2, whether the approval was obtained from Competent Authority as specified in Annex – 1 of GFR Circular, F.NO.6/18/2019-PPD, dated: 23-07-2020 and shall be enclosed with this checklist. | | | |
| 4 | Whether, the bidder has proposed any of work to subcontract / sub consultant to any contractor from country, which share land border with India. | | | |
| 5 | If yes in SN 4, whether the approval as obtained from Competent Authority, as specified in Annex – 1 of GFR Circular, F.NO.6/18/2019-PPD, dated: 23-07-2020 and shall be enclosed with this checklist. | | | |

Stamp & Signature of Authorised Signatory

Note:

1. It may be noted that SN 2 & 3 to be filled by the bidder, who share a land border with India and SN 4 & 5 to be filled by the bidder, who propose any of work to be subcontracted / sub consultant to any agency, from the country, which share land border with India.
2. The answer "NO" in SN 3 & 5 will disqualify the bidder, who participated in the form of JV / Consortium.
3. The relevant documentary evidence of approval as asked in SN 3 & 5 shall be attached with this FoT, otherwise the bidder will be disqualify.
4. The above details are to be filled by the authorized signatory of the bidder or constituent member in case of JV/Consortium.

FORM OF TENDER- Appendix- 31**UNDERTAKING****[Refer: A3, A5.1 OF ITT and 1.1.3.1 (x) OF NIT]**

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 FoT 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. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
4. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.
5. If the aforesaid certificate given by a bidder whose bid is accepted is found to be false, it will be considered as "fraudulent practice" under clause 4.28.1a (ii) of SCC and this would be a ground for immediate termination besides taking further action as per Clause 4.33.1(b) /legal action in accordance with law.