



**“Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)”**

**TENDER NO.: GMRC/GEOTECH-1/PH-3(B)/2026**

**VOLUME - 1**

**INSTRUCTIONS TO TENDERERS  
(INCLUDING ANNEXURES)**

**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

### **Disclaimer**

The Tender Document No: GMRC/GEOTECH-1/PH-3(B)/2026 for “Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)” contains brief information about the Project and the Works to be executed and various steps involved in the tendering process. The information contained in the Tender Documents or subsequently provided to Tenderer(s), whether verbally or in documentary or any other form by or on behalf of Gujarat Metro Rail Corporation (GMRC) Limited (hereinafter referred as “GMRC” or “the Company”) or any of its employees or advisors, is provided to Tenderer(s) on the terms and conditions set out in the Tender Documents and such other terms and conditions subject to which such information is provided.

The Tender Documents are not an agreement and is neither an offer nor invitation by GMRC to the prospective Tenderers or any other person. The purpose of the Tender Documents is to provide interested parties with information that may be useful to them in making their Tenders pursuant to the Tender Documents. The Tender Document includes statements, which reflect various assumptions and assessments arrived at by GMRC in relation to the Project or the work to be executed pursuant to this tendering process. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. The assumptions, assessments, statements and information contained in the Tender Documents may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Tender Documents and obtain independent advice from appropriate sources.

Information provided in the Tender Documents to the Tenderer(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GMRC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

GMRC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Tenderer 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 the Tender Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Documents and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Documents or arising in any way for participation in this tendering stage.

GMRC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Tenderer upon the statements/information contained in the Tender Documents.

GMRC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Tender Documents. GMRC also reserves the right to change any or all conditions/ information set in the Tender Documents at any time by way of revision, deletion, updation or annulment through issuance of appropriate addendum as GMRC may deem fit without assigning any reason thereof.

The issue of the Tender Documents does not imply that GMRC is bound to select a Tenderer or to appoint the selected Tenderer for construction work envisaged under the Tender Documents and GMRC reserves the right to reject all or any of the Tenderers or Tenders without assigning any reason whatsoever.

The Tenderer(s) shall bear all its costs associated with or relating to the preparation and submission of its Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMRC or any other costs incurred in connection with or relating to its Tender. All such costs and expenses will remain with the Tenderer and GMRC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation for submission of the Tender, regardless of the conduct or outcome of the tendering process.

## **INSTRUCTIONS TO TENDERERS (ITT)**

### **A. General**

#### **A1. General Description of the Work**

This contract is for the work of **GMRC/GEOTECH/PH-3(B)/2026** "Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)"

- A1.1 The Scope of Work for this contract, in detail, is further described in the Employer's Requirements / Scope of work, Volume-2 of Tender document.

#### **A2. Source of Funds**

This work shall be financed through budgetary resources / equity participation of Government of Gujarat, Government of India and other appropriate means of Gujrat Metro Rail Corporation Ltd.

#### **A3 Eligible Tenderers**

This is an open competitive tender and all companies, corporations, partnership firms, consortium or Joint Ventures who are involved in execution of this type of work and those who fulfil the financial soundness and work experience criteria and other requirements laid down in this document are eligible to participate, subject to fulfilment of eligible applicant criteria as given in NIT, clause no. 1.1.3.1 (x).

#### **A4 Qualification of the Tenderer**

- A4.1 The tender can be submitted either as an Individual Entity or partnership firm or a company registered under provision of Companies Act 2013 or Joint Venture/Consortium, herein after referred to as 'Tenderer'.

In case, the Tenderer is a consortium, its Tender should clearly state that members in the consortium will be "jointly and severally" responsible for performance under the Contract. A detailed Consortium Agreement between the Members of such Consortium stating clearly their inter-relationship and division of work and obligations among the Members as mentioned below should be submitted along with the Tender for detailed examination by GMRC. The format of the Consortium Agreement is annexed as Annexure-15.

Further, a Power of Attorney signed by all the Consortium Members duly supported by their board resolutions must also accompany the Tender authorizing the Lead Member, inter alia, to submit the Tender on their behalf. The formats of the Power of Attorney as well as the board/Appropriate Authority- resolution are annexed as Annexure-9 and Annexure-14. As the Contract Agreement will be required to be executed by all other Members of the Consortium also in addition to signing by the Lead Member, therefore each of such other Members is required to issue a Power of Attorney authorizing an individual as its authorized signatory, inter alia, to sign the Contract Agreement. The format of the Power of Attorney is annexed as Annexure-11.

Every Tenderer, be it a single entity or a consortium, is required to submit along with its Tender a Power of Attorney duly signed and stamped and supported by its board resolution authorizing an individual as its authorized signatory, inter alia, to sign and submit the Tender. The formats of the Power of Attorney as well as the board resolution are annexed as Annexure-10 and Annexure-12 & 13. In case of a consortium, such power of attorney and board resolution must be executed and passed respectively by the Lead Member, agreeing to do role of the Lead Member and to be jointly and severally responsible and liable to GMRC and in case of failure

of any member/s, to take over and complete the task of failing member with full responsibility and liability towards the tender/contract on behalf of the Joint Venture.

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 executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and/or notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by a Bidder from a country which has signed The Hague Legislation Convention 1961 is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate. Also, in case the documents are in foreign language the translation of the same shall be authenticated by Embassy/High Commission.

- A4.1a Joint venture/consortium is permitted to take part in the tender, in which the Lead member should have at least participating proportion of 34% in the JV/Consortium.

Where the Tenderer is a Consortium, the Tenderer shall update the following information (in the Qualification cum Technical Package) furnished.

- (a) Consortium Agreement as submitted with the Tender to be duly registered in India by the successful Tenderer.
- (b) Nomination of one of the Members of the Consortium to be in-charge ("Lead member"); and this authorisation shall be covered in the Power of Attorney signed by the legally authorised signatories of all Members of Consortium;
- (c) Details of the intended financial participation by each member shall be furnished with complete details of the proposed division of responsibilities for the work and relationships among the individual Members.
- (d) The Lead member shall be authorised to incur liabilities, receive payment (if provided for in Consortium Agreement) and receive instructions for and on behalf of any or all Members of the Consortium.
- (e) All members of the Consortium shall be jointly and severally responsible for the execution of the Contract in accordance with the terms and conditions of the Contract.
- (f) The Tender shall be signed so as to be legally binding on all the Members of the Consortium.

- A4.1b The Tenderer shall submit with the Tender full details of its ownership and control or, if the Tenderer is a Consortium, full details of ownership and control of each Member thereof.

Any Indian Tenderer, or Indian Members of a Consortium shall submit, a copy of the Permanent Account Number (PAN) issued by the Income Tax Authorities and a certified copy of the last 3 years (including the latest Financial Year) income tax return, duly acknowledged by the Income Tax department with their Tender and the Qualification cum Technical Package. Successful Tenderer or the Lead Member, in the case the Tenderer is a Consortium is required to submit a valid Certificate of Registration evidencing the registration of the Tenderer or the Lead Member, as the case may be, under the Gujarat Value Added Tax Act / Rules, and all other statutory registrations as required by the Government of India, the Government of Gujarat and by any other Statutory Authority including registration for GST which are essential to be used for purpose of the work, if the contract is awarded to it.

- A4.2 Each Tenderer (each member in the case of joint venture or consortium) is required to confirm and declare with his Tender that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this Contract 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 will not include any such amount. To fulfil this requirement, the tenderer (each member in case of JV/Consortium) has to sign the declaration given as **Appendix-11** of FOT. If the Employer subsequently finds to the contrary, the Employer reserves the right to declare the Tenderer as non-compliant, and declare any Contract if already awarded to the Tenderer to be null and void.

- A4.2a If, in connection with the performance of the construction services, any Tenderer intends to borrow, hire temporarily, personnel from contractors, manufacturers or suppliers, the Tenderer must include in their proposal all relevant information about such personnel. In such case, the Tenderer will be acceptable only if those contractors, manufacturers, and suppliers disassociate themselves from this work (including tendering relating to any goods or services for any other part of this work) other than that of Contractor.
- A4.3 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a Tender will be an offence under laws of India. Such action will result in the rejection of the Tender, in addition to other punitive measures.

#### **A5 One Tender per Tenderer**

A Tenderer shall submit only one bid, either individually as a tenderer or as a partner of JV/Consortium. If a tenderer who submits or participates in more than one bid, all tenders in which the tenderer has participated either as sole tenderer or member of JV/consortium shall be considered invalid.

#### **A5.1 Eligible Source Countries for Services**

There are no restrictions on the country of origin of services to be provided under the Contract but Bidders are encouraged to adopt Indian sources to the maximum possible extent. However, all services shall be to the satisfaction of the Employer. The information on all services included in the Contractor's Proposal and incorporated into the Contract shall not, in any event, be construed as a submission to the Employer under the Contract. The Contractor will be required to take specific approval of the Employer for deployment of services in accordance with the Conditions of Contract and Employer's Requirements / Scope of Work.

Further, 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>.

The relevant details by the bidders for the services to be deployed as sub-consultant / sub-contractor, from a country which shares a land border with India are to be filled in FoT, Appendix 30 & 31.

#### **A6 Cost of Tendering**

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

#### **A7 Site Visits**

- A7.1 Any site information given in this tender document is for guidance only. The Tenderer is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the proposed work. The costs of visiting the Sites shall be borne by the Tenderer. It shall be deemed that the Tenderer has undertaken a visit to the Sites of Projects and is aware of the site conditions prior to the submission of the tender documents.
- A7.2 The tenderer and any of his personnel will be granted permission by the employer to enter upon his premises and lands for the purpose of such inspection but only upon the express condition

that the tenderer and his personnel, will release and indemnify the employer and his personnel from and against all liability in respect thereof and will be responsible for death or personal injury loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

A7.3. The Tenderer shall note General Conditions of Contract (GCC) Sub – Clause 4.10 in which it is deemed that the Tenderer has taken into account all the factors that may affect his tender in preparing his offer.

A7.4 Not Used

A7.5 The agency/Tenderer shall be deemed to have inspected the Site and its surroundings including sources of various construction materials, alternative sources etc. beforehand on his own responsibility and taken it into account including all other relevant factors pertaining to the Site with respect to approach roads, time restrictions for carrying out heavy construction activities and movement of construction vehicles, material trucks, one-way movement of traffic, stacking grounds, availability of land for temporary works and labour camps etc. in the preparation and submission of the Tender and entering into a contract. No claim will be entertained in respect of any of these matters nor will the lack of knowledge or ignorance of conditions be accepted as substantiating a claim.

A7.6 Not Used

## **B. Tender Documents**

### **B1 Content of Tender Documents**

B1.1 The Tender Documents, as listed below, have been prepared for the purpose of inviting tenders for **“Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)”** and as more particularly described in these documents.

|   |
|---|
| <b>Volume 1</b>   |
| • Notice Inviting Tender                                    |
| • Instructions to Tenderers (including Annexures)           |
| • Form of Tender (including Appendices)                     |
| <b>Volume 2</b>   |
| • General Conditions of Contracts                           |
| • Special Conditions of Contract                            |
| • Scope of Work / Technical Specification including Drawing |
| • Condition of Contract on Safety, Health & Environment     |
| <b>Volume 3</b>   |
| • Bill of Quantities  |

B1.2 The Tenderer is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of the Tender documents will be at the Tenderer's own risk. Tenders that are not substantially responsive to the requirements of the Tender documents will be rejected.

B1.3 The Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Documents.

**B2 Content of Supporting Documents**

B2.1 The tender drawings i.e., General Arrangement Drawings are basic alignment drawing and final alignment plans are to be drawn by interfacing with civil works and other system work contractors incorporating the relevant requirements.

B2.2 The Tenderer shall note the existence of over ground, at grade and underground structures, utilities and infrastructure in the near vicinity of the works to be constructed.

B2.3 The Tenderer should visit, examine and assess the Site including working conditions and will be deemed to have satisfied himself of the risks and obligations under the Contract.

**B3 Clarification of Tender Documents**

B3.1 The Tenderer shall check the pages of all documents against page numbers given in indexes and summaries and in the event of discovery of any discrepancy, the Tenderer shall inform the GM- Contract, GMRC forthwith.

B3.2 Should the Tenderer for any reason whatsoever, be in doubt about the meaning of anything contained in the Invitation to Tender, Tender Documents or the extent of detail in the Employer's Requirements, Technical Specifications and Tender Drawings etc., the Tenderer shall seek clarification from **GM- Contract**, not later than the last date of seeking clarification given in the keys details of Notice Inviting Tender. The Clarifications/ response will be uploaded on GMRC's website [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com) and E-portal <https://tender.nprocure.com> Any clarifications, together with all details on which clarifications has been sought, will be copied to all Tenderers without disclosing the identity of the Tenderer seeking clarification.

B3.3 Except for any such written clarification by GM - Contract, GMRC which is expressly stated to be by way of an addendum to the documents referred to in paragraphs B1.1 above and/or for any other document issued by the Employer which is similarly described, no written or verbal communication, representation or explanation by any employee of the Employer or the Engineer shall be taken to bind or fetter the Employer or the Engineer under the Contract.

B3.4 **Correspondence** : All correspondence under the tender /contract will be made as under;

A) Before issue of Letter of Acceptance: From the bidder, the POA holder may send the correspondence through signed letter by post or email to GM - Contract, GMRC

B) After issue of Letter of Acceptance: From the successful bidder, the designated representative to GMRC - designated officer / Engineer / Engineer's representative under Clause 3 of GCC may send the correspondences through signed letter by post or email.

**B4. Amendment to Tender Documents**

B4.1 During the tender period, the Employer may issue further instructions to tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be made available at GMRC's website [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com) and e-tendering portal <https://tender.nprocure.com> within the date given in NIT which shall be available for all the prospective tenderers. In case of delay beyond the last day of issuing addendum given in addendum given in NIT, the date of submission, at its sole discretion, may be extended by GMRC under Clause D-2.6 of ITT.

Without prejudice to the order of preference as specified in Clause 1.5 of General Conditions of Contract, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and include them in the tender submittal.



B4.2 The Tenderer should note that there might be aspects of his Tender and/or the evaluation documents submitted with the Tender that will necessitate discussion and clarification. It is intended that any aspect of the said evaluation documents and any amendments or clarification which are to have contractual effect will be incorporated into the Contract either:

(a) by way of Special Conditions of Contract to be prepared by the Employer and agreed in writing by the Tenderer prior to and conditional upon acceptance of the Tender; or

(b) by the Tenderer submitting, at the written request of the Employer, documents which are expressly stated to form part of the Tender, whether requested before or after submission of the documents forming part of the Tender, identified in paragraphs C2.3(a) to C2.3(i) below, and whether as supplements to, or amended versions of such documents.

Save as aforesaid, all such amendments or clarifications shall have contractual effect.

## **C. Preparation of Tenders**

### **C1 Language**

Tenders and all accompanying documents shall be in English. In case any accompanying printed literature is in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **C2. Documents Comprising the Tender**

C2.1 The Tenderer shall, on or before the date and time given in the Notice Inviting Tender (NIT), submit the Tender in accordance with the provisions in Clause D1 of ITT

- Technical Bid (through online)
- Financial Package (through online) as per the provisions given in clause C15 below

Technical Bid of this submission shall contain the documents referred to in the subsequent paragraphs C2.2 (a) ; (b) ; (c) ; (d) ; (e) ; (f) ; (g) ; (h) ; (i) ; (j) ; (k) ; (l) ; (m) ; (n) ; (o) ; (p) ; (q) ; (r) ; (s) ; (t) ; (u) ; (v) ; (w) ; (x) ; (y) ; (z) ; (aa) ; (bb) ; (cc) ; (dd) ; (ee) ; (ff) ; (gg) and C2.3 (a) ; (b) ; (c) ; (d) ; (e) ; (f) ; (g) ; (h) ; (i) ; and all Annexure & Appendices of ITT and FOT respectively.

Financial Package shall contain Volume – 3 (Bill of Quantity)/ Pricing Document of the Tender documents duly filled in and complete in all respect (see paragraph C10 and C15)

In submission of the Tender (Tender Fees, Tender Security, Technical Package, Financial Package), one procurement portal only (i.e. <https://tender.nprocure.com>).

Should any further documents be required pursuant to paragraphs C2.2 (z) and C2.3 (h) below, the Tenderer will be instructed by the Employer which Package of the Tenderer's submission is to contain such documents. The tenderer shall ensure that a receipt/acknowledgement is obtained for the submission of his tender at e-tendering portal, such receipt / acknowledgement shall be generated by the system after successful uploading of tender submission.

C2.2 The Tenderer shall submit, as his Tender, the following documents, duly completed which in the event of acceptance of the Tender, and shall form part of the Contract:

- (a) Form of Tender (Without appendices);
- (b) Appendix 1 to the Form of Tender: Requirements Under General Conditions of Contract
- (c) Appendix 2 to the Form of Tender: (see paragraph C10, C15 and C23);
- (d) Appendix 3 to the Form of Tender: Outline Quality Plan (see paragraph C4 below);
- (e) Appendix 4 to the Form of Tender: Outline Safety & Health Plan and Outline Environment Plan (see paragraph C5);
- (f) Appendix 5 to the Form of Tender: Contractor's Technical Proposals

- (g) Appendix 6 to the Form of Tender: General Information about the Tenderer;
- (h) Appendix 7 to the Form of Tender: Staffing Schedules and Organisation Chart (see paragraph C12);
- (i) Appendix 8 to the Form of Tender: Schedule of Component manufactured offshore. If no offshore manufacturing is involved, the tenderer shall submit 'NIL' in this. (See paragraph C9); **Not Used**
- (j) Appendix 9 to the Form of Tender: Tender Index (see paragraph C23);
- (k) Appendix 10 to the Form of Tender: Details of Associates and their Responsibilities
- (l) Appendix 11 to the Form of Tender: Undertaking for corrupt & fraudulent practice;
- (m) Appendix 12 to the Form of Tender: Copyright Undertaking (see paragraph E2);
- (n) Appendix-13 to Form of Tender – The tenderer may submit minor deviations in this appendix and a confirmation that price of every such minor deviation has been given in the financial package. Minor deviation may be in the employer's requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tenderer must write "NIL" in this Appendix. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions. Tenderer to see note 1 of Appendix-13 of FOT.
- (o) Appendix 14 to the Form of Tender: Tentative project implementation programme: **Not Used**
- (p) Appendix 15 to the Form of Tender: Financial Data: **Not Used**
- (q) Appendix 16 to the Form of Tender: Financial Data (Commitment For On-going Works/ works in hand): **Not Used**
- (r) Appendix 17 to the Form of Tender: Construction Work Experience
- (s) Appendix 17A to the Form of Tender: Summary of information provided in Appendix17.
- (t) Appendix 18 to the Form of Tender: Financial Data (Financial Standing)
- (u) Appendix 18A to the Form of Tender - Affidavit for Unaudited Balance Sheet as per point (a) of Notes of NIT Clause 1.1.3.2 B
- (v) Appendix 18B to the Form of Tender: Summarised Financial Data
- (w) Appendix-19 and 19A to the Form of Tender: Undertaking as per clause 1.1.3.1. v(a), v(b) & v(c) of NIT.
- (x) Appendix-20 to the Form of Tender: Undertaking for not being penalised in a Contract
- (y) Appendix-21 to the Form of Tender: Undertaking for Financial stability
- (z) Appendix-22 to the Form of Tender - Undertaking For Downloaded Tender Document
- (aa) Appendix 23 and Appendix 24 to the Form of Tender – Undertaking as per Clause 1.1.3.1 ix of NIT.
- (bb) Appendix – 25 to the form of Tender: Details of Proposed Sub Contractor- **Not Used**
- (cc) Appendix-26 to the Form of Tender: Details of Bank Account for Refund of Tender Security/EMD
- (dd) Appendix – 27 to the Form of Tender: **Not Used**
- (ee) Appendix – 28 to the Form of Tender: Litigation History

- (ff) Appendix – 29 to the Form of Tender – Subcontractor’s Construction Work Experience-  
**Not Used**
- (gg) Appendix – 30 to the Form of Tender – Checklist [A3, A5.1 OF ITT and 1.1.3.1 (x) OF NIT]
- (hh) Appendix – 31 to the Form of Tender – Undertaking [A3, A5.1 OF ITT and 1.1.3.1 (x) OF NIT]
- (ii) Any further documents which have been requested in accordance with paragraph B4.2 above.

All original tender documents issued by GMRC are part of Technical Package except the volume containing the Bill of Quantities (BOQ/Pricing Document) which shall be filled and submitted in Financial Package. Tenderers should carefully read and note all the conditions and provisions mentioned in original Tender Documents issued by GMRC and it shall be deemed that all the conditions and provisions of these documents have been included in their tender submission and accepted to them. The tender shall be submitted online by using class – II/III digital signature of the authorised signatories of the tenderer.

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

C2.3 The Tenderer shall submit with this Tender the documents that are identified in paragraphs C2.3(a) – C2.3 (i) inclusive. Such documents will be used for the purposes of evaluating and analysing the Tender but will not form part of the Contract unless the same shall have been expressly incorporated into the Contract in accordance with paragraphs B4.1 or B4.2 above.

- (a) Full details of ownership and control of the Tenderer;
- (b) Tender Submission Programme (see paragraph C8);
- (c) Proposed Construction Methods (see paragraph C9);
- (d) Details of works including specialized works if already decided to be sub –contracted (see paragraph C11);
- (e) Details of providers of performance guarantees (see paragraph C19);
- (f) Details of Contractor’s Equipment’s (see paragraph C13);
- (g) Proposals for use of Works Areas given to him by submitting the layout showing fabrication and storage areas (see paragraph C14);
- (h) Any further documents which are requested in writing by Employer before submission of the Tender by way of evaluation documents but which are not to form part of the contract;
- (i) Following information shall be furnished:
  - (A) Geotechnical works:
    - (i) Extent of participation by each member of the consortium in terms of percentage of the value of the proposed Contract.

| Member | % of participation |
|--------|--------------------|
| A      |                    |
| B      |                    |
| C      |                    |

- (ii) The tenderer should supply the following information, separately for each member of the consortium.

Not Required

- C2.4 The Employer may get, from the Government, partial or complete waiver of taxes, royalties, duties, Labour, cess, octroi, and other levies payable to various authorities. The successful tenderer (the contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same with each running bill. In case the waiver becomes effective, the Contractor will be advised on the process to be followed to obtain the refund from the concerned authority. The Contractor shall arrange for the remit of the refund to the Employer. In case of failure by the Contractor to remit such amounts, the same shall be recovered from amounts due for payment to the Contractor.

Self-attested copy of the latest Goods and Service Tax registration certificate as per Central Goods and Service Tax Act 2017 and State Goods and Service Tax Act' 2017 with the appropriate GST authority of Goods and services OR undertaking to the fact that he will get himself registered under the Central Goods and Service Tax Act 2017 and State Goods and Service Tax Act' 2017 with the appropriate GST authority, in the event of Issue of Letter of Acceptance (LoA) to the tenderer and shall submit registration number before claiming initial advance or first payment whichever is earlier. In the absence of registration detail under the Central as well as state Tax Act' 2017 with appropriate GST authorities, first payment shall not be released. Registration with appropriate EPF, ESI authority and attested copy of PAN Number under income tax Act as per relevant act are also required to be submitted

- C2.5 Tenderers shall quote all prices as per Clause 14.1.C of SCC.

- C 2.6 The tenderers must note the following:

- a) Tenderers should quote the contract price excluding GST, as applicable
- b) Deleted
- c) **Change in Taxes/Duty:**

The contract price shall be adjusted to take into account any change in taxes, duties, to the extent stipulated in SCC clause corresponding to Sub Clause 11.1.4 of GCC.

- d) Tender prices shall be quoted in Indian Rupees only.
- e) Deleted

I. Tax Invoice

In view of above, the tenderers are advised to quote the price inclusive of all central/state/local taxes, (Except GST which will be paid extra as applicable) duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / GST/Labour cess etc. after considering clause C2.4, C2.5 & C2.6 above.

**C3 Form of Tender**

The Form of Tender shall be completed and signed by a duly authorised and empowered representative of the Tenderer. If the Tenderer comprises a partnership, consortium or a joint venture the Form of Tender shall be signed by a person who is duly authorised by each member or participant thereof or by authorized signatory of each member. Signatures on the Form of Tender shall be witnessed and dated. Copies of relevant powers of attorney shall be attached.

**C4 Outline Quality Plan**

The Tenderer shall submit Appendix-3 of Forms of Tender to form part of his Tender an Outline Quality Plan illustrating the intended means of compliance with the Employer's Requirements (Volume 2) and setting out in summary form an adequate basis for the development of the more

detailed document required under Clause 7.9 of the SCC. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Tenderer's quality objectives with regard to the requirements of the Contract.

#### **C5 Outline Safety & Health Plan and Outline Environment Plan**

C5.1 The Tenderer shall submit Appendix-4 of Forms of Tender to form part of its 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 safety & health and environment procedures. The Outline Safety & Health Plan and Outline Environment Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Safety & Health and Environment as required by the Employer's Requirements (Volume 2) and Clause 4.16.1 & 4.18 of the GCC & SCC.

C5.2 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 and shall be sufficiently informative to define the Tenderer's safety plans and set out in summary an adequate basis for the development of the Contract specific Site Safety & Health Plan and Site Environment Plan to be submitted in accordance with Clause 4.16.1 & 4.17 of the SCC.

C5.3 The Tenderer may be requested by GMRC in writing 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.

#### **C6 Tenderer's Technical Proposals**

C6.1 The Tenderer shall submit as Appendix-5 of FOT to form part of its Tender, the Tenderer's Technical Proposals as described in Clause C2, and Annexure 1 of this ITT.

C6.2 The Tenderer shall be required to amplify, explain and develop the Contractor's Technical Proposals in substantially greater detail during the tender evaluation period such that they may be confirmed as complying clearly with the Employer's Requirements (Volume 2) and, in accordance with paragraph B4.2 herein, can be incorporated into the Contract. Only those aspects of the Contractor's Technical Proposal that the Employer (at his sole discretion) considers clearly conforming, will form part of the Contract.

#### **C7 Deleted**

#### **C8 Tender Programme**

C8.1 The Tenderer shall submit with his Tender as Appendix 14 of FOT, a Tender Programme which shall indicate how the Tenderer intends to organise and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Key Dates. Detailed requirements for the Tender Programme are set out in Annexure-2 to these Instructions to Tenderers.

C8.2 The Tender Programme shall be prepared in terms of weeks from the Date given in Letter of Acceptance or Employer's Notice to Proceed.

C8.3 The Tender Programme shall not in any event be construed as a submission of the Works Programme under Clause 7 of the SCC.

#### **C9 Manufacture, Installation and Construction Methods**

C9.1 The Tenderer shall submit with his Tender, the methods by which the Tenderer intends to construct the Works, whether on the Site, off-site but in India, or offshore. The construction methods to be employed will be analysed during tender evaluation and their descriptions shall be in sufficient detail to allow a full appreciation of the Tenderer's proposals in relation to all aspects of the Works. Details shall be given of the locations and arrangements for offshore

work, the facilities available and any undertaking from others which the Tenderer has in such matters.

**C9.2 Maintenance**

Not Used

**C10 Payment Schedule:**

The payment for items given in Bill of Quantity (Volume 3) shall be made on the basis of actually executed quantities.

**C11 Sub-Contracts**

C11.1 Not Used

C11.2 Not Used

C11.3 The Terms and Conditions of the sub-contract are the sole prerogative of the Contractor and are deemed to be included in the contract price.

**C12 Staffing Schedule and Related Details**

C12.1 The Tenderer shall submit with his Tender (Appendix-7 of Form of Tender) a staffing schedule containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel (above the level of shift supervisor) and specialists for this work. Details shall be included for all such personnel whether directly employed or engaged on a consultancy or advisory basis and whether associated with the design or the construction of the Works. The submission shall include a provisional management structure and organisation chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the Annexure 3 and 4 of ITT.

C12.2 The Tenderer shall include his proposals for his Co-ordination Control Team and include the name and qualifications of the Team Leader responsible for the interface co-ordination with Designated Contractors.

C12.3 The key staff for execution of this work shall be from that member of the JV/Consortia who has the experience of similar work and on whose experience the JV/Consortia qualifies the criteria of work experience. If the JV qualifies on the credentials of work eligibility by the foreign partner, then the Project Manager deployed shall be an expatriate having minimum 15 years of total experience out of which 05 years should be in projects of similar nature as mentioned in Annexure-3 & 4 of ITT.

In case the successful tenderer is a JV/Consortium having a foreign partner and if the experience of civil works for the purpose of qualifying the minimum eligibility criteria is fulfilled by the foreign partner then the foreign partner shall submit an additional Bank Guarantee (In addition of performance security) of an amount equal to 1% of the contract value as per LOA for the fulfilment of the condition of deployment of key staff and the expatriate Project Manager for the project. This bank guarantee shall be valid up to the completion period of the contract and shall be from Scheduled commercial Bank (including Scheduled Commercial Foreign Banks) in India in the currency in which the contract price is payable. This Bank Guarantee shall be furnished to the employer within 30 (thirty) days of receipt of the Letter of Acceptance. The form of this Bank Guarantee provided in Annexure-7A of ITT.

**C13 Contractor's Equipment**

C13.1 The contractor shall deploy plants and equipment to complete the work on requirement basis (as and when required / directed by Engineer in Charge) and in due timeline. The indicative list of equipment is given in Annexure-5 of ITT.

**C14. Proposals for Use of Work Areas**

C14.1 The Tenderer shall note the requirements of the Land Acquisition, Rehabilitation and Resettlement Act, 2013.

C14.2 The Tenderer shall note the provision contained in Employer's Requirements/ Scope of Work.

C14.3 The Tenderer is to note that the Contractor will be fully responsible for the provision of all utility services like water, electricity, sewerage etc necessary for the construction and completion of the Works.

**C15. Pricing Document**

C15.1 The Pricing Document is included in Bill of Quantities/Pricing Document (Volume-3). The rates shall be quoted online in E-portal - <https://tender.nprocure.com>. The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission. These prices should include all costs associated with the contract. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity/Pricing Document. The completed Pricing Document including price of minor deviations in **Annexure-13A of BOQ/ Pricing document** for such deviation as mentioned in **Appendix 13** of FOT shall be submitted.

C15.2 The price of each such minor deviation will be the price which the tenderer agrees to offer to the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price shall not be considered and will be treated as withdrawn by the tenderer. Any other deviation mentioned anywhere in the submission other than in **Appendix-13** of FOT shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.

C15.3 The Tenderer is to note the S. No. (iv) of Appendix of FOT for Liquidated Damage for delay in completion of the work.

**C16. Currencies of Tender and Payment**

C16.1 The tenderer shall give his priced offer for BOQ in Indian Rupees only.

**C17. Tender Validity**

The Tender 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 latest Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his Tender Security. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his Tender Security for the period of the extension.

**C18. Tender Fee/ Tender document cost and Tender Security/Earnest Money Deposit****C18.1.1 Tender fee/ tender document cost:**

A non-refundable tender fees as mentioned in NIT shall be paid online to GMRC's account through N Procurement's portal. 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.

Tender not accompanied by requisite Tender Fee will be summarily rejected and NO Technical evaluation will be undertaken. Further the bid will not be eligible for financial opening. No other mode of payment will be accepted.

Note: The payment of the tender fees/security is acceptable from bidder's account only. However, in case of JV/Consortium, the tender fees/security can be either paid from JV/Consortium account or one of the constituent member of JV/Consortium.

#### C18.1.2 Deleted.

#### C18.1.3 Tender Security/ EMD

- a) Bidders to note that the payment of tender security shall be made from the account of bidder only. However, in case of JV/ Consortium, the tender security can either be paid from JV/Consortium account or one of the constituent member of JV/Consortium.

If tender security has been made form other than the account mentioned above, same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.

- b) The EMD as mentioned in NIT shall be paid online to GMRC's account through N Procurement's portal or submit the e-BG from Scheduled Commercial bank based in India in requisite format (i.e. Annexure – 6) 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
- c) Tender not accompanied by requisite Tender Security will be summarily rejected and NO Technical evaluation will be undertaken. Further the bid will not be eligible for financial opening.
- d) In case of e-BG, the Tender Security shall remain valid for a period of 60 days beyond the tender validity period (i.e. **180+60=240 days**) from the last date of submission of tender and with a provision that it shall be suitably extended on the request of GMRC.

In case of JV/Consortium the bid security shall be either in the name of JV/Consortium or in the name of any of the constituent substantial member. In case the Bank Guarantee (e-BG) is submitted in the name of any of the constituent substantial member then, the bidder shall also submit undertaking as per **Annexure-6A of ITT**. The Tender Security shall remain valid for a period of 60 days beyond the tender validity period (i.e. **180+60=240 days**) from the last date of submission of tender and with a provision that it shall be suitably extended on the request of GMRC.

C18.1.4 Offers submitted without the Tender Security or with invalid Tender Security shall be rejected outright.

C18.2 If an acceptable Tender Fees/Tender Security is not submitted by a tenderer as mentioned above, then tender(s) of such tenderer(s) shall be rejected considering it as non-responsive and their Technical package shall not be opened and if opened then it will NOT be evaluated. No post bid clarification shall be sought on tender fees/tender security.

C18.3 The Tender Security of the successful Tenderer shall be returned upon the execution of the Contract and on the receipt by the Employer of the Performance Security in accordance with Sub- Clause 4.2 of the GCC.

C18.4 The Tender Security of tenderers who fail in technical evaluation shall be returned after opening of financial package. Tender security of the unsuccessful tenderers in financial opening shall be released after issue of the Letter of Acceptance (LOA) by the successful tenderer or finalization of tender Bidder is required to submit **Appendix-26** for refund of Tender Security, if the same has been submitted in the form of Demand Draft/ Banker's Cheque

C18.5 The Tender Security shall be forfeited:

- (a) if the Tenderer withdraws his Tender during the period of Tender validity; or
- (b) if the Tenderer does not accept the correction of his Tender price, pursuant to Sub-paragraph E5.2 below;



- (c) if the successful Tenderer refuses or neglects to execute the Contract or fails to furnish the required Performance Security as per F5 of ITT within the time specified by the Employer.
- (d) However, if the Tenderer withdraws his tender after opening of his financial package (in two package system) during the period of validity of his tender or in case of (c) above, beside forfeiture of tender security, the tenderer shall not only be debarred from participating in the re-tender of same work but also will be debarred from participating in any tender of GMRC for a period of one year from the date of withdrawal of his tender or from date of issue of LOA, as the case may be.

**C19. Performance Guarantee, Obligations and Warranties**

Please refer Appendix-1 of FOT.

**C20. Labour**

The Tenderer's attention is especially drawn to Clause 6 of the GCC in relation to the responsibility of the Contractor for obtaining an adequate supply of labour, their Rates, Wages and Conditions.

**C21. Other Contractors**

The Tenderer's attention is drawn to the requirement that access to the Site or parts of the Site will, from time to time, have to be shared with other contractors carrying out works on, or in the vicinity of the Site.

**C22. Insurance**

The Tenderer's attention is drawn to the provisions contained in Clause 18 of the General Conditions of Contract.

**C23. 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 Technical Package and Financial Package, which the Tenderer intends to be the responses to each and every one of those requirements.

**C24. Pre-Tender Meeting**

Not applicable

**C25. Format and Signing of Tender**

C25.1 The Tenderer shall prepare and submit their tender comprising of (but not limited to) documents described in paragraph C2 of these Instructions.

C25.2 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.

C25.3 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.

**C26. Pricing of Conditions, Qualifications, Deviations etc.**

C26.1 The tenderer should submit his tender that conforms to the tender documents without material deviation(s) or reservation(s). Where, however, the tenderer gives his offer subject to certain

conditions, qualifications, deviations etc., the tenderer shall provide such details in the format prescribed in **Appendix-13** of FOT and price schedule for unqualified withdrawal corresponding these deviation(s) shall separately be furnished in the format prescribed in **Annexure-13A** of BOQ / Pricing Document. Tenders not accompanied by such price schedule shall be considered as deviation(s)/conditions are withdrawn.

- C26.2 Tenderers shall note that except for deviation(s) listed in **Appendix-13** of FOT, the tender shall be deemed to comply with all requirements in the tender documents without any extra cost to the Employer irrespective of any mention to contrary, anywhere else in the tender document.

#### **D. Submission of Tenders**

##### **D1.1 Online Submission (Technical & Price Bid)**

- (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

##### **D1.2 Physical Submission**

Deleted / Not required

- D1.3 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, 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. 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

- D1.4 All the pages, supporting papers / documents submitted along with the tender should be signed by the authorized signatory and stamped. Tenders not containing full information as regards to qualifying requirements and Technical Proposal are liable for rejection. The proposals must be signed as detailed below:

- i) By the proprietor in case of proprietary firm
- ii) By the partner holding the power of attorney in case of a firm in partnership (a certified copy of the power attorney shall accompany the proposal).
- iii) By duly authorized person holding the power of attorney in case of a Private Ltd or Limited company or Corporation (a certified copy of the power attorney shall accompany the proposal) as authorized by their Board Of Directors/Appropriate Authority.

iv) By duly authorized person holding the power of attorney furnished on behalf of both members of Joint Venture/Consortium, as the case be.

D 1.5 Deleted.

D 1.6 GMRC reserves the right to reject any Proposal if:

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

(b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal

D 1.7 Contractors are expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at contractor's own risk and may result in rejection of proposal.

D.1.8. Deleted

## **D2 Late or Delayed Tenders**

D2.1 Tenders have to be uploaded on e-tendering portal <https://tender.nprocure.com> before the due date and time of tender submission.

D2.2 Submission of Tenders shall be closed on <https://tender.nprocure.com> at the date & time of submission prescribed in NIT after which no tender shall be accepted.

D2.3 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.

D2.4 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with paragraph B4, 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.

## **D3 Modification, Substitution and Withdrawal of Tenders**

D3.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.

D3.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.

D3.3 The Tender submitted online will be taken as a final bid.

D3.4 Withdrawal of a Tender during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

## **E. Tender Opening and Evaluation**

### **E1 Tender Opening**

E1.1 At 15.30 hrs (IST) on the last day of submission of tenders, , the online receipt of tender fees and tender security will be checked on n procurement portal. The bidder will be solely responsible for online submission of tender fees and tender security.

The tenders not containing Tender Fees, Tender Security or containing invalid Tender Security or containing Tender Security which is not as per the approved format will be rejected and the Qualification cum Technical Package will not be opened at all. Tenders of those tenderers who

have not submitted valid 'Tender Security' and valid 'Tender Fees' shall be considered as non-responsive and liable to be rejected summarily.

- E1.2 The tenders shall be opened online by the opening committee on due date and time of tender opening. On opening of the Tender, GMRC will first check the tender cost through online mode by cross verifying the details of online transaction.

The Technical Package of all tenderers who have submitted a valid tender security and Tender Fees shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of 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. The tenderers name, details of the tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening. Tenderers may visit e-procurement website (i.e. <https://tender.nprocure.com>) to know latest Technical Opening information after completion of opening process.

- E1.3 The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of Technical Package. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant as per clause E4 of ITT will be opened online. The time of opening of financial package shall be informed to qualified tenderers through E-mail/ phone.

## **E2. Confidentiality of Tender Information and Copyright**

- E2.1 Except the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process.
- E2.2.1 Any effort by a tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the tenderer's tender.
- E2.2.2 Notwithstanding Clause E2.2.1, from the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the employer on any matter related to the tendering process, it may do so in writing to GM - Contract.

## **E3 Clarification of Tenders**

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders in accordance with paragraph E5.

## **E4 Evaluation of Tenders**

Tender Fees, Tender Security and Technical packages will first be evaluated which will cover following items:-

- E4.1 **General Evaluation:** First of all it will be determined whether each tender is accompanied with the valid tender security i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid tender security shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per Clause 1.1.3. of NIT and Clauses E4.2, A4.1, A4.2, A4.3 and A5 of ITT.

- E4.2 Evaluation of minimum eligibility criteria** – This evaluation will be done to check if the tenderer qualify the minimum eligibility criteria of “work experience”, “Financial standing” as laid down in Clause 1.1.3.2 of NIT and “Bid Capacity” criteria as laid down in Clause 1.1.3.3 of NIT. Tenderers, which do not qualify in any of the minimum eligibility criteria or bid capacity criteria, shall not be considered for further evaluation and shall be rejected.

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

**E4.3 Evaluation of Responsiveness**

The employer will determine whether each tender is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity, the tender shall be disqualified and rejected.

**E4.4 Evaluation of Material deviation or reservation**

Each tender shall be evaluated for any material deviation or reservation. Material deviation or reservation is one:

- which contains unauthorized changes to the Memorandum of Understanding from the Memorandum of Understanding accepted for Pre-qualification (Applicable in case of pre-qualified tenders only); or
- which contains any deviation in tender security with regards to amount, validity, form and format; or
- which affects in any substantial way, the scope, quality or performance of the Works; or
- which limits in any substantial way, is inconsistent with the Tender Documents, the Employer's right or the Tenderer's obligations under the Contract; or
- whose rectification would affect unfairly the competitive position of other tenderers presenting responsive tenders; or

Tender having any material deviation or reservation shall be disqualified and rejected.

**E4.5 Evaluation of qualifying conditions**

A tender containing any qualification which

- seek to shift to the Employer, another Government Agency or another contractor all or part of the risk and/or liability allocated to the contractor in the Tender Documents; or.
- include a deviation from the Tender Documents which would render the Works, or any part thereof, unfit for their intended purpose; or
- fail to submit a workable methodology and programme to suit the local conditions; or
- fail to commit to the date specified for the completion of the Works, will be deemed non-conforming and shall be rejected.

**E4.6 Evaluation of Technical Proposal & other technical data:**

- E4.6.1** The Employer will evaluate the technical suitability and acceptability of the proposals as per the employer's requirements / scope of work. The evaluation shall be based on the documents submitted as per clause C-2.2 & C-2.3 and tender security as per clause C – 18 of ITT. Tenderer(s) may be asked to make a presentation of their proposal to GMRC team for evaluation if required.

E4.6.2 Where a tenderer's technical submittal has major inadequacies his tender will be considered to be non-compliant and will be rejected.

**E4.7** Tenders not considered substantially responsive and not full-filling the requirements of the tender document as evaluated as per item E4.1 to E4.6 shall be rejected by Employer and shall not be allowed subsequently to be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**E4.8** If any tender is rejected, pursuant to paragraph E4.7 above, the Financial Package of such tenderer shall not be opened online.

**E4.9** The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

## **E5. Evaluation of Financial Package**

E5.1.1 All technically acceptable tenders will be eligible for opening of their financial package. The Employer shall notify all technically qualified Tenderers regarding opening of the financial package, such tenderers may witness the financial opening. The financial package will then be opened online through website. The financial package shall be evaluated to determine the lowest tenderer/ bidder. Tenderers can also check financial proposal of other tenderers online.

E5.1.2 The evaluation of Financial Proposals by the Employer will take into account, in addition to the tender amounts, the following factors:

- a. Arithmetical errors corrected by the Employer.
- b. Such other factors of administrative nature as the Employer may consider to have potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

E5.1.3 Offers, deviations and other factors, which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

E5.1.4 Price adjustment provisions applicable during the period of execution of the contract shall not be taken into account in tender evaluation.

E5.1.5 Evaluation of financial offer will be based on quantities in Bill of quantities (BOQ) and rates quoted. Any alteration in BOQ will not be given any cognizance.

## **E5.2 Correction of Errors**

E5.2.1 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.

E5.2.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected and the tender security forfeited.

## **E5.3 Comparison of Tenders**

Tenders will be compared in Indian Rupees (INR) only. This will be achieved by converting the Foreign Currency portion into Rupees at the selling Rate of Exchange at the close of business of the State Bank of India on the day twenty eight days before the latest date of Tender Submittal, and then adding the same to the Rupee portion of the Tender.

- E5.4 If any change in the Employer's Requirements / scope of work is considered necessary during technical evaluation, the tenderers who meet the requirements of paragraph A3 and A5, and whose technical offers are found to be substantially responsive in accordance with paragraph E4, will be given an opportunity to revise their financial package.
- E5.5 For the purpose of comparative evaluation of tenders, the amount worked out from the quoted percentage (above/below/at par) or/and quoted rate of item as applicable, in equivalent INR shall be compared amongst various tenderer to determine the lowest evaluated tender, applying provision of clause 1.1.3.1 (ix) of NIT.
- E5.6 If the lowest tenderer as evaluated as per E5.5 has given some minor deviations then the Employer has right to accept some or all such minor deviation and the offer of the lowest will be reduced by the price of such accepted deviations.
- E5.7 The Employer reserves the right to accept or reject any variation, deviation, Variations, deviations, and other factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

## **E6 Indigenisation**

- E6.1 Tenderers are encouraged to involve domestic firms in the contract organisation and procurement processes.

## **F Award of Contract**

### **F1 Award**

- F1.1 Subject to paragraph E4 & F2, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive and compliant to the requirements contained in the Tender Documents as per paragraph E4 and who has offered the Lowest Evaluated Tender Price as per paragraph E5.5 & F1.2.

### **F2 Employer's Right to Accept any Tender and to Reject any or all Tenders**

- F2.1 The Employer is not bound to accept the lowest or any tender and may at any time by notice in writing to the Tenderers terminate the tendering process.
- F2.2 The Tenderer should note in particular that without prejudice to the Employer's other rights under the Contract and the Tender Security, the Employer may terminate the Contract under Clause 4.2 of the GCC in the event that the Tender is accepted but the Tenderer fails to supply the Performance Security or other specified documents or fails to execute the Contract Agreement as per clause F4.

### **F3 Notification of Award**

- F3.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by E-mail or telegram or Tele-fax, to be confirmed in writing by registered letter, that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract called 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of Acceptance" will be issued under signature of competent authority of GMRC. The "Letter of acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly

acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

F3.2 The Letter of Acceptance will constitute a part of the contract.

F3.3 Upon "Letter of acceptance" being signed and returned by the successful Tenderer as per Clause F3.1, the employer will promptly notify the unsuccessful Tenderers and discharge / return their tender securities.

#### **F4 Signing of Agreement**

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement in the form specified in Special Conditions of Contract with such modifications as may be considered necessary at the time of finalisation of the contract with in a period of 30 days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later.

#### **F5 Performance Security**

F5.1 The Performance Security required in accordance with Clause 4.2 of the GCC shall be for 5% of the Contract Price from the Scheduled commercial Bank in India in the currency in which the Contract Price is payable. The Performance Security shall be furnished to the Employer within 30 (thirty) days of issue of the Letter of Acceptance.

This form of Performance Security is provided in Annexure – 7.

The required Performance Security for the sum mentioned above may be submitted in any one of the following forms:

- (a) Deleted, or
- (b) Deleted, or
- (c) Irrevocable bank guarantee (E-BG) in the prescribed format, given in Annexure-7 of Instruction to Tenderers (ITT), issued by a Indian Scheduled Commercial Bank (excluding co-operative bank) based in India or from a branch in India of a Scheduled foreign bank.

In case of joint venture/consortium, the Performance Security is to be submitted in the name of the JV / Consortium. However, splitting of the performance security (while ensuring the security is in the name of JV / Consortium) and its submission by different members of the JV / Consortium for an amount proportionate to their scope of work is also acceptable.

The Performance Guarantee should be valid for a period of six months beyond the completion of DLP period. (i.e. Completion period + DLP + 6 months). 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.

F5.2 The Tenderer has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the General Conditions of Contract and Special Conditions of Contract.

F5.3 Failure of the successful Tenderer to comply with the requirements of paragraphs F4 and F5 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

#### **G Rejection of Tenders**

G.1 GMRC may reject the tenders that are considered to be substantially non-responsive or non-compliant to the requirements of the Proposal. Such matters may include:

- Incorrect or Fraudulent Power of Attorney
- Incorrect or Fraudulent "Tender fee/ Guarantee"



- Tender Guarantee is "called-in" by GMRC
  - Qualifications requirements relating to the Proposal including criteria of Filter.
  - Deviations relating to the Scope of Work
  - Major inadequacies in the technical offer.
  - Tenderer requires an increase in Tender Offer price during negotiations
  - Failure to sign the Contract Agreement
  - Failure to provide the Performance Guarantee
- G.2 Successful tenderer will be advised of the result of their application. It should be noted however, that GMRC will not discuss any aspect of the evaluation process, or the result of the evaluation.
- G.3 Tenderers will not be considered if they make misleading or false representations in statements attachments submitted in proof of the qualification requirements.
- G.4 Tenderers will not on their own provide additional information's or materials subsequent to the date of submission and such materials if submitted will be disregarded and GMRC will not entertain any dispute or claim in this behalf. However GMRC reserves the right to seek additional information/clarifications/documents or presentation as may be required for assessing the capabilities of the tenderers & the tenderer is bound to furnish such information and compliance.
- G.5 GMRC will reject the proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the present contract. Similarly GMRC will recognize a tenderer as ineligible for a period determined by GMRC if it at any time determines that the tenderer has engaged in corrupt or fraudulent practices in executing work covered in this tender.
- H Litigation History**  
Refer NIT, Clause 1.1.3.1 (v) (e).
- I Contact details of GMRC for any clarifications:**  
GM – Contract  
Mail ID: [mukesh.mandalia@gujaratmetrorail.com](mailto:mukesh.mandalia@gujaratmetrorail.com) & [snehal.shah@gujaratmetrorail.com](mailto:snehal.shah@gujaratmetrorail.com) ,  
Telephone +91 79 23248572, Extension 526/527.

**Annexure-1 [As per clause C8.1]****Requirements for Tenderer's Technical Proposals**

- 1 The Tenderer's attention is drawn to Clause 3 of the General Conditions of Contract in which terms are defined.
- 2 The Tenderer's Technical Proposals shall comply or, subject to reasonable development, be capable of complying with the Employer's Requirements in all respects. The Tenderer's Technical Proposals shall demonstrate such compliance. The Tenderer's Technical Proposals shall establish firmly the intended design the Specifications for the Permanent Works.
3. The Technical Proposal should cover in detail the following:
  - Understanding and comprehension of the work involved.
  - The general approach and methodology proposed for carrying out the services covered in the Scope of Work, including such detailed information as deemed relevant. In addition, the technical proposal shall contain:
  - A detailed overall work programme and a bar chart indicating the duration and timing of assignment of each key staff or other staff member assigned to the project.
  - An organisation chart together with clear description of the responsibilities of each member within the overall work programme as prescribed in Scope of Work. Sufficient proof shall be submitted to substantiate the qualification and experience of staff deployed.
  - The technical proposal will be evaluated based on the capabilities /technical strength of staff proposed to be deployed.
  - A task list of deliverables and delivery dates, and the person responsible for performing the deliverable.
  - The details of equipment and laboratory facilities with such subcontractors/ sub consultants shall be provided.
  - Details of design facilities, together with their location.

Upon his appointment, the consultant shall promptly commence setting up its exclusive organization to the satisfaction of GMRC. All work for the project shall be performed at Gandhinagar.

**Annexure-2 [As per clause C8.1]**  
**REQUIREMENTS FOR TENDER PROGRAMME**  
**(Refer Scope of Work)**

- 1) The Tender Programme shall show how the Tenderer proposes to organise and carry out the Works and to achieve Stages and complete the whole of the Works by the given Key Dates.
- 2) The Tender Programme shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Tenderer.
- 3) The Tenderer should have regard to the possibility, as referred to in paragraph C8 of the Instructions to Tenderers that during the tender evaluation period the Tender Programme may be developed into a Programme which, in the event of award, would be the initial submission of the Works Programme.
- 4) The Tender Programme shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Tenderer's perception of the major constraints and critical areas of concern in the organisation, construction and completion of the Works.

**Annexure-3 [As per clause C12.1]****RESOURCES PROPOSED FOR THE PROJECT – PERSONNEL**

| <b>S. N</b> | <b>Designated Positions</b> | <b>Minimum Nos.</b> | <b>Qualification</b>       | <b>Total Experience, post qualifications (in Years.)</b> |
|-------------|-----------------------------|---------------------|----------------------------|--|
| A           | Team Leader                 | 1                   | M. Tech (Geo tech)         | 10   |
| B           | Structural Design Engineers | 1                   | M-Tech (Structures)        | 5  |
| C           | Lab Incharge                | 2                   | M. Tech (Geo tech)         | 8  |
| D           | Geologists                  | 1                   | MSc (Geology)              | 10   |
| E           | Field Engineer              | 2                   | DCE (Civil) / B. Tech.     | 5 Years for BE / B.Tech<br>7 Year for Diploma            |
| F           | Junior Engineer             | 5                   | DCE (Civil)                | 3 Years for BE / B.Tech<br>5 Year for Diploma            |
| G           | Safety Engineer             | 2                   | Diploma / Degree. (Safety) | 3 Years for BE / B.Tech<br>5 Year for Diploma            |
| H           | Liaison officer             | 1                   | Retired Govt. officer      | -  |

**NOTES:**

- The performance of project personnel deployed will be evaluated periodically by Employer during the contract period. In case the performance of any of the project personnel is not satisfactory, the consultant shall replace them with competent & efficient personnel immediately
- These minimum project personnel are as per the requirements of various activities at different stages of works. All project personnel need not to be mobilized simultaneously. Project personnel as per the requirement of various stages of works may be mobilized as per the agreed programme.
- In case of non-deployment of project personnel, the penalty shall be imposed as indicated above and deducted from consultant's running / final bills. In case of non-deployment, for the part of the month, penalty shall be imposed on pro rata basis. The decision of the Engineer in this regard, shall be final and binding.

**UNDERTAKING:**

We confirm to deploy project-personnel required to achieve the progress of work as per the Work Programme.

We further confirm to deploy manpower over and above the minimum numbers as indicated, if the work requires so.

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

**Annexure 4 [As per clause C12.1]**

**MINIMUM ORGANISATION STRUCTURE REQUIRED**

Refer Annexure - 3

**Annexure 5 [As per clause C 13]****RESOURCES PROPOSED FOR THE PROJECT – PLANTS & EQUIPMENTS**

| <b>Sl. No.</b> | <b>Description</b>  | <b>Nos.</b>              |
|----------------|---|--------------------------|
| 01             | Auger / Wash Boring   | 05 No.                   |
| 02             | Hydraulic rotary Rig/Tractor mounted Rig for borehole drilling in soil/rock strata with requisite safety features | 05 No.                   |
| 03             | All required Lab Equipment and  | As per Requirement / BOQ |
| 04             | Any other equipment as required to complete the tender work in due time line                                      | As per Requirement       |

**NOTES:-**

These resources are for peak period of each activity. All plants and equipment need not be mobilize simultaneously. Plants & equipment as required as per the progress of work shall be brought to site in advance as directed by Engineer-in-charge.

**Undertaking**

We confirm to deploy resources as per the above-mentioned minimum requirement and also confirm to deploy Contractor's equipment over and above the minimum numbers indicated above, if the work requires so

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

**Annexure-6 [As per clause C18.1 of ITT]****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 Metrorail Corporation (GMRC) Ltd. a company incorporated under the Companies Act, 2013 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, 2013) 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 "Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)"[hereinafter referred to as "the Works"] pursuant to the TENDER NO.: GMRC/GEOTECH/PH-3(B)/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).
4. That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till: \_\_\_\_\_ and it should be payable to either Gandhinagar / Ahmedabad branch office of particular bank.

- a. The Tenderer, in case its Tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee from a Scheduled Commercial Indian Bank based in India (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.
- b. Sixty days after the date of validity or the extended date of validity of the Tender, as the case maybe
- 5 We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of the Employer that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
- 6 The Tender Security shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Acceptance by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- 10 It shall not be necessary for the Employer to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 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)

**Annexure-6A [As per clause C18.1 of ITT]****UNDERTAKING FOR ENCASHMENT / FORFEITURE OF TENDER SECURITY****(Refer Clause C 18 of ITT)**

We, \_\_\_\_\_ (Legal Name of JV/Consortium) hereby confirm that Tender Security submitted e-Bank Guarantee for the Contract \_\_\_\_\_ (Contract no.) in the name of \_\_\_\_\_ (name of the substantial member of JV/Consortium on whose name Tender Security is submitted) is on behalf of \_\_\_\_\_ (Legal Name of the JV/Consortium).

We also undertake that in the event of encashment / forfeiture of Tender Security by the Employer in terms of tender provisions, none of the constituent members of \_\_\_\_\_ (Legal Name of JV/Consortium) will have any objection for the same.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY(IES)

Note :

1. The undertaking is to be submitted in case the tender security in Bank Guarantee (e- BG) is submitted in the name of JV/ Consortium Members.
2. JV / Consortium Member on whose name the tender security is submitted shall be substantial member.

**Annexure-7 [As per clause F5]****FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

(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 “Engagement of Agency for Geotechnical Investigation Work for Proposed Ring Corridor from Prakash Nagar Station to Vadaj Station (from Chainage 9612.332 to 27106.77) of Ahmedabad Metro Rail Project-Phase -III (C)”

**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 Branch 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 -----

**Annexure 7A****(As per Clause C12.3 of ITT)****FORM OF ADDITIONAL BANK GUARANTEE**

1. This deed of Guarantee made this day of ..... (month & year) between Bank of..... (hereinafter called the "Bank") of the one part, and Gujarat Metro Rail Corporation Limited (hereinafter called "the Employer") of the other part.
2. Whereas Gujarat Metro Rail Corporation Limited has awarded the contract for..... (Name of work as per Clause 1.1.1 of NIT) (hereinafter called the contract) to ..... (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract clause no. C12.3 of ITT to submit to the Employer, a Additional Bank Guarantee for a total amount (equal to 1% of contract value as per LOA) of Rs ..... (Amount in figures and words).
4. Now we the Undersigned..... (Name of the Bank) being fully authorized to  
sign and to incur obligations for and on behalf of and in the name of  
.....  
(Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. .... (Amount in figures and Words) as stated above.
5. NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor and we hereby unconditionally, irrevocably and without demur undertake to immediately pay to the Employer upon first written demand and without cavil or argument, any sum or sums within limits of ..... (Amount of Guarantee) as aforesaid without reference to the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till..... (The initial period for which this Guarantee will be valid must be for at least 6-months (Six months) longer than the anticipated expiry date of Defect Liability Period as stated in Clause 4.2.1 of the "General Conditions of Contract".)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.
8. The Bank agrees that no change, addition, modifications to the terms of the contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in no way release us from the liability under this Guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
9. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.

10. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
11. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
12. Notwithstanding anything contained herein:
- a) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees.....)
- b) This Bank Guarantee shall be valid up to .....
- c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the bank have signed and sealed this guarantee on the ..... day of ..... (Month & year) being herewith duly authorized. For and on behalf of the ..... Bank.

**Signature of Authorized Bank official**

Name : .....

Designation : .....

Stamp/Seal of the Bank : .....

Signed, sealed and delivered for and on behalf of the Bank by the above named .....

in the presence of

**Witness 1.**

Signature .....

Name .....

Address .....

.....

**Witness 2.**

Signature .....

Name .....

Address

**Notes:**

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the ‘Bank Guarantee’.
2. The ‘Bank Guarantee’ shall be from the Scheduled Commercial Bank based in India, acceptable to Employer.

**Annexure-8 [As per clause 1.1.3.2.B of NIT]**

PROFORMA FOR BANKING REFERENCE FOR LIQUIDITY

(This Banking Reference should be on the letterhead of the bank)

BANK CERTIFICATE

Deleted



**Annexure-9****Power of Attorney****Power of Attorney to be provided by each of the Members of the Consortium (other than the Lead Member) in favour of the Lead Member**

WHEREAS Gujarat Metrorail Corporation (GMRC) Ltd., (the Company) has issued the Tender Documents for inviting Tenders for “Engagement of Agency for Geotechnical Investigation Work for Proposed Ring Corridor from Prakash Nagar Station to Vadaj Station (from Chainage 9612.332 to 27106.77) of Ahmedabad Metro Rail Project-Phase -III (C)”

AND WHEREAS ..... and ..... (Insert names of all Members of Consortium) the Members of the Consortium are desirous of submitting a Tender in response to the Tender Documents, and if selected, undertaking the responsibility of “Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)” as per terms of the Tender Documents.

AND WHEREAS all the Members of the Consortium have agreed under the Consortium Agreement dated ..... entered into between all the Members and submitted along with the Tender to appoint ..... (Insert the name and address of the Lead Member) as Lead Member to represent all the Members of the Consortium for all matters regarding the Tender Documents and the Tender;

AND WHEREAS pursuant to the terms of the Tender Documents and the Consortium Agreement, we, the Members of the Consortium hereby designate M/s ..... (Insert name of the Lead Member) as the Lead Member to represent us in all matters regarding the Tender and the Tender Documents, in the manner stated below:-

Know all men by these presents, we ..... (Insert name and address of the registered office of the Member-1), (Insert name and address of the registered office of the Member-2) ..... (Insert name and address of the registered office of the Member) do hereby constitute, appoint and authorize ..... (name and registered office address of the Lead Member), which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Tender in response to the Tender Document dated issued \_\_\_\_\_ by the Company for “Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)” including signing and submission of the Tender and all documents related to the Tender as specified in the Tender Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which the Company may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above. The aforesaid Attorney shall be further authorized for making representations to the Company named in the Tender Documents, and providing information/ responses to the Company named in the Tender Documents, representing us and the Consortium in all matters before the Company named in the Tender Documents, and generally dealing with the Company named in the Tender Documents and/or any other authority in all matters in connection with our Tender, till completion of the tendering process in accordance with the Tender Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

We, as Members of the Consortium, 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 in 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

.....  
Full Signature of Attorney Initial 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.....

**Notes:**

- 1) 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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- 2) In the event, power of attorney has been executed outside India, the same needs to be notarized by a notary in the home country of company executing this power of attorney and legalized by

the Indian Embassy there. However, in case such company is from a country, which has signed The Hague Legislation Convention 1961, then the said power of attorney is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

- 3) Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**Annexure-10****Power of Attorney and Board resolution****Format for PoA for Lead Member  
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/ Lead Member 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 **“Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)”** in response to the Tender Document dated \_\_\_\_\_ issued by Gujarat Metrorail Corporation (GMRC) Ltd., (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.

(Add in the case of a Consortium)

Our firm is a Member/Lead member of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_

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

.....  
Full Signature of Attorney Initial 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.....

**Notes:**

- 1) 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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- 2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- 3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s)

**Annexure-11****Format for PoA for Other Member(s)  
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 each Member other than the Lead Member in favor of its representative as evidence of authorized signatory's authority. (applicable to consortium only)

Know all men by these presents, We .....(name and address of the registered office of the Member of the 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 sign and execute the Contract Agreement and any other requisite document in our name and our behalf for **“Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)”** in response to the Tender Document dated \_\_\_\_\_ issued by Gujarat Metrorail Corporation (GMRC) Ltd., (the Company) and to do all or any of the acts, deeds or things necessary or incidental to the above.

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.

(Add in the case of a Consortium)

Our firm is a Member of the Consortium of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_

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

.....  
Full Signature of Attorney Initial 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.....

**Notes:**

- 1) 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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- 2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- 3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**Annexure-12****Format for Board Resolution****(A) Format for the Board resolution to be passed by a Tenderer (not applicable in case of consortium)**

The Board, after discussion, at the duly convened Meeting on ..... (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Tender in response to the Tender Documents dated \_\_\_\_\_ issued by 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 for **“Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)”** FURTHER RESOLVED THAT Mr./Ms....., (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all the steps required to be taken by the Company for submission of the aforesaid Tender, including in particular, signing the Tender, making changes thereto and submitting amended Tender, signing and executing all the documents related to the Tender, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to GMRC as part of the Tender or such other documents as may be necessary in this regard and to do in our name and on our behalf all or any of the acts, deeds or things necessary or incidental to submission of our said Tender including signing and executing the Contract Documents, making representations to GMRC or any other authority, and providing information / responses to GMRC, representing us in all matters before GMRC, and generally dealing with GMRC in all matters in connection with our Tender till the completion of the tendering process as per the terms of the above said Tender Documents and further till the Contract is entered into with GMRC and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Tender Documents be issued in favour of the above named person, \_\_\_\_\_, to be executed by Mr. \_\_\_\_\_ or Mr. \_\_\_\_\_, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. \_\_\_\_\_, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

Signature and stamp of Company Secretary/ Managing Director/ Director of Tenderer

**Notes:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Managing Director/ Director of the Tenderer.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.



**Annexure-13****(B) Format for the Board resolution to be passed by Lead Member of Consortium (applicable in case the Tenderer is a consortium)**

The Board, after discussion, at the duly convened Meeting on ..... (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Tender in response to the Tender Documents dated \_\_\_\_\_ issued by 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 for **“Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)”** in consortium with (insert the name and address of the other consortium members).

FURTHER RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to execute a Consortium Agreement as per the format annexed to the aforesaid Tender Documents with \_\_\_\_\_ (insert the name and address of the other consortium members).

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to the Company to accept and act as the Lead Member of the aforesaid Consortium and also as true and lawful attorney to do in the name and on behalf of the Consortium, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Tender in response to the Tender Documents dated \_\_\_\_\_ issued by GMRC for **“Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)”** including signing and submission of the Tender and all documents related to the Tender as specified in the Tender Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which GMRC may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above and also for making representations to GMRC and providing information / responses to GMRC, representing the Consortium in all matters before GMRC, and generally dealing with GMRC and/or any other authority in all matters in connection with Consortium's Tender, till completion of the tendering process in accordance with the Tender Documents and further till the Contract is entered into with GMRC and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT the Company acting in the capacity of the Lead Member is jointly and severally responsible and liable to GMRC and in case of failure of any member/s, the Lead Member will take over and complete the task of failing member with full responsibility and liability towards the tender/contract on behalf of the aforesaid Consortium.

FURTHER RESOLVED THAT Mr./Ms....., (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all the steps required to be taken by the Company for submission of the Consortium's Tender, including in particular, signing the Tender, making changes thereto and submitting amended Tender, signing and executing all the documents related to the Tender, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to GMRC as part of the Tender or such other documents as may be necessary in this regard and to do in the name and on behalf the Consortium all or any of the acts, deeds or things necessary or incidental to submission of said Tender including signing and executing the Contract Documents, making representations to GMRC or any other authority, and providing information/ responses to GMRC, representing the Consortium in all matters before GMRC, and generally dealing with GMRC in all matters in connection with our Tender till the completion of the

tendering process as per the terms of the above said Tender Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Tender Documents be issued in favour of the above named person, \_\_\_\_\_, to be executed by Mr. \_\_\_\_\_ or Mr. \_\_\_\_\_, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. \_\_\_\_\_, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

Signature and stamp of Company Secretary / Managing Director/Director of Tenderer

**Notes:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Managing Director/ Director of the Tenderer.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

**Annexure-14****(C) Format for the Board resolution to be passed by a Member other than the Lead Member of Consortium (applicable in case the Tenderer is a consortium)**

The Board, after discussion, at the duly convened Meeting on ..... (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to submit a Tender in response to the Tender Documents dated

\_\_\_\_\_ issued by 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 for **“Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)”** in consortium with (insert the name and address of the other consortium members).

FURTHER RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to execute a Consortium Agreement as per the format annexed to the aforesaid Tender Documents with \_\_\_\_ (insert the name and address of the other consortium members).

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to constitute, appoint and authorize \_\_\_\_\_ (name and registered office address of the Lead Member), which is one of the Members of the Consortium, to act as the Lead Member of the aforesaid Consortium and also as true and lawful attorney, to do in the name and on behalf of the Consortium, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Tender in response to the Tender Documents dated \_\_\_\_\_ issued by GMRC for **“Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)”** including signing and submission of the Tender and all documents related to the Tender as specified in the Tender Documents, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which GMRC may require us to submit and carrying out the Contract and doing all necessary deeds and things as may be required in respect of the above and also for making representations to GMRC and providing information/ responses to GMRC, representing the Consortium in all matters before GMRC, and generally dealing with GMRC and/or any other authority in all matters in connection with our Tender, till completion of the tendering process in accordance with the Tender Documents and further till the Contract is entered into with GMRC and thereafter till the expiry of the Contract.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Tender Documents be issued in favour of the above said Lead Member, \_\_\_\_\_, to be executed by Mr. \_\_\_\_\_ or Mr. \_\_\_\_\_, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. \_\_\_\_\_, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

FURTHER RESOLVED THAT a power of attorney as per the draft attached to the Tender Documents be issued in favour of Mr./Ms. \_\_\_\_\_, (insert the name and designation of the concerned official of the Company) to be executed by Mr. \_\_\_\_\_ or Mr. \_\_\_\_\_, Directors of the Company under the Common seal of the Company, affixation thereof to be witnessed by one or both of the above named Directors and by Mr. \_\_\_\_\_, (insert the name and designation of the concerned official of the Company) or as per the Memorandum and Articles of Association of the Company.

FURTHER RESOLVED THAT Mr./Ms....., (insert the name and designation of the concerned official of the Company) be and is hereby authorized to take all the steps required to be taken by the Company for submission of the aforesaid Tender, including in particular, signing and executing all the documents related to the Tender, certified copy of this Board resolution or letter or undertakings, etc., required to be submitted to GMRC as part of the Tender or such other documents as may be necessary in this regard and to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to give effect to this resolution.

Signature and stamp of Company Secretary/ Managing Director/ Director of Tenderer

**Notes:**

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Managing Director/Director of the Tenderer.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. In the event the Board resolution is from a company incorporated outside India, the same needs to be notarized by a notary in the home country of company passing the resolution and legalized by the Indian Embassy there. However, in case such company is from a country which has signed The Hague Legislation Convention 1961, then the Board Resolution is not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.
4. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 2013 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.

**Annexure-15****FORMAT FOR MEMORANDUM OF UNDERSTANDING/  
CONSORTIUM/ JV AGREEMENT****Name of Tender:****Tender No.**

(Reference Para 1.1.3.1-Vii of NIT)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting the Tender are required to follow the applicable law in their country)

FORM OF CONSORTIUM/ JOINT VENTURE AGREEMENT

BETWEEN M/S.....,

M/S....., M/S..... AND

M/S.....

FOR

(. ..)

THIS Consortium/ Joint Venture Agreement (hereinafter referred to as "Agreement") executed on this..... day of ..... Two thousand \_\_\_\_\_ between

..... a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns), and

..... a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and

..... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party 3", which expression shall include its successors, executors and permitted assigns)

*(The Tendering consortium should list the name, address of its registered office and other details of all the consortium/ Joint Venture Members)*

for the purpose of submitting the Tender in response to the Tender Documents and in the event of selection as successful Tenderer to execute the Contract Agreement and/or other requisite documents, and to carry out the **"Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)"** ("Works") to be awarded by Gujarat Metro Rail Corporation (GMRC) Limited (hereinafter referred as "GMRC" or "the Company").

Party 1, Party 2, and Party 3 are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS GMRC desired to engage a contractor for "Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)" and for this

purpose GMRC issued Tender Notification No: **GMRC/GEOTECH/PH-3(B)/2026**  
Dated: \_\_/\_\_/2026 to invite Tenders from experienced parties..

AND WHEREAS the Parties come together to form the Consortium/ Joint Venture of [.....] (insert the names of all the Members) to meet the requirements of Tender Document dated [] issued to ..... [Insert the name of purchaser of Tender Document].

AND WHEREAS Para 1.1.3.1-vii of NIT stipulates that the Tenderers qualifying on the strength of a consortium/ Joint Venture shall submit a legally enforceable Consortium/ Joint Venture Agreement in a format specified in the Tender Documents.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreement, all the parties in this Consortium / JV do hereby mutually agree as follows:

1. In consideration of the selection of the Consortium as the Successful Tenderer by the Company, we the Members of the Consortium and Parties to the Consortium/ Joint Venture Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the Tender Documents for self and agent for and on behalf of ..... (the names of all the other Members of the Consortium/ Joint Venture to be filled in here) to do on behalf of the Consortium/ Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Consortium's Tender for the Contract including submission of the Tender, participating in meetings, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with Gujarat Metro Rail Corporation (GMRC) Limited or any other Government Agency or any person, in connection with the Works until culmination of the process of tendering till the Contract is entered into with GMRC and thereafter till the expiry of the Contract.
2. The Lead Member is hereby authorized by the Members of Consortium/ Joint Venture and Parties to the Consortium/ Joint Venture Agreement to bind the Consortium/ Joint Venture incur liabilities and receive instructions for and on behalf of all Members. It is agreed by all the Members that entire execution of the Contract including payment shall be carried out exclusively through the Lead Member.

It is further expressly agreed that the payment from GMRC shall be made only to the Consortium/ Joint Venture. However on expressed request of the Consortium/ Joint Venture, the payments can be made in name of members of the Consortium/JV individually, as expressly agreed by the Consortium and as instructed to GMRC by the Consortium/ Joint Venture, with clear indemnification to GMRC for any consequences of such payments and with clear agreement that all these payments are on account of the Consortium/ Joint Venture only and such undertaking must be given by the Consortium/ Joint Venture including all its members, before any such arrangements of payments can be made by GMRC.

3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium/ Joint Venture in discharging all their respective obligations under the Contract with GMRC. Each Consortium/ Joint Venture Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. In case of any breach of any of the obligations as specified under clause 3 above by any of the Consortium/ Joint Venture Members, the Lead Member shall be liable to fulfil such obligation.

5. It is agreed that sharing of responsibilities hereto among the Consortium/ Joint Venture members shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. This Consortium/ Joint Venture Agreement shall be construed and interpreted in accordance with the Laws of India.
7. It is hereby agreed that the Lead Member or any substantial member shall furnish the Tender Security, as stipulated in the Tender Documents, on behalf of the Consortium/ Joint Venture.
8. It is further expressly agreed that the Consortium/ Joint Venture Agreement shall be irrevocable and, for the Successful Tenderer, shall remain valid over the term of the Contract, unless expressly agreed to the contrary by the Company.
9. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium/ Joint Venture Members respectively from time to time in response to the Tender Documents for the purposes of the Tender.
10. In terms of Tender Documents issued by the Company, it is agreed by the Members that the participation of Lead Member shall not be less than 34% and participation of each of the other Member shall not be less than 20% till completion date of the Works is achieved.
11. It is expressly understood and agreed between the Members that the respective share of interest/participation, responsibilities and obligations of each of the Members shall be as follows:

| Sl. No. | Name of the member | Role (Lead Member/ Member) | Role in terms of individual responsibility | % Participation |
|---------|--------------------|----------------------------|--|-----------------|
|         |                    |                            |  |                 |
|         |                    |                            |  |                 |
|         |                    |                            |  |                 |

12. It is agreed by the Members that the above sharing of interest/participation, responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Works as envisaged in the Tender Documents and the Contract. The Parties shall be jointly and severally liable for execution of the Works in accordance with the terms of the Contract and the Tender Documents.
13. It is clearly agreed that the Lead Member shall ensure performance under the Contract and if one or more Consortium/ Joint Venture Members fail to perform its /their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium/ Joint Venture Members.
14. It is hereby agreed that in case of selection of the Consortium/ Joint Venture as the Successful Tenderer, [the Lead Member shall furnish the Performance Security on behalf of the Consortium as stipulated in the Tender Documents] / [the Performance Security as stipulated in the Tender Documents shall be furnished by the Members on behalf of the Consortium/ Joint Venture in such proportion as may be agreed to between us]
15. It is agreed by all the Members that there shall be separate JV/Consortium Bank Account (distinct from the bank accounts of the individual Members) to which the individual Members shall contribute their share capital and/or working capital and the financial obligations of the JV/Consortium shall be discharged through the said JV/Consortium Bank Account only and

also all the payments received by the JV/Consortium from the Employer shall be through that account alone.

16. It is hereby expressly agreed between the Parties to this Consortium/ Joint Venture Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Company.

17. We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Lead Member pursuant to this Agreement and that all acts, deeds and things done by the aforesaid Lead Member shall and shall always be deemed to have been done by us/Consortium/ Joint Venture.

18. We hereby agree on following annexure(s), which is/ are integral part of this Consortium/ Joint Venture Agreement and in any way do not limit or dilute or contradict the matters mentioned in Para(s) up to 15 of this agreement.

.....  
 .....

This Consortium/ Joint Venture Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof including the Consortium/Tenderer's legal persona and there is or are no other agreements relating to the Consortium/Tenderer's incorporation, constitution, powers or organization which may affect in any way its ability to carry out the Works;
- (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of the Company.

IN WITNESS WHEREOF, the Parties to the Consortium/ Joint Venture Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

For and on behalf of  
 Consortium/ Joint Venture Member (party 1)

.....  
 (Signature)  
 representative) Name: .....  
 Designation:.....  
 Place: .....  
 Date:  
 .....

Witness:

.....  
 (Signature of authorized  
 Name: .....  
 Designation: .....

1. ....  
 (Signature  
 )  
 Name .....  
 Designation.....

2. ....  
 (Signature)  
 Name .....

Designation.....

For and on behalf of



Consortium/ Joint Venture Member (Party 2)

.....

..... (Signature) (Signature of  
authorized

representative

) Name: Name:

Designation: Designation:

Place:

Date:

WITNESS

1.

.....

(Signature)

Name

Designation.....

2.

.....

(Signature)

Name .....

Designation.....

Attested:

(Signature)

(Notary

Public)

Place: .....

Date: .....

For and on behalf of

Consortium/ Joint Venture Member (Party 3)

.....

..... (Signature) (Signature of authorized  
representative

) Name: Name:

Designation: Designation:

Place:

Date:

WITNESS

1.

.....

(Signature)

Name .....

Designation.....

.

2. ....

(Signature

)

Name .....

Designation.....

.

Attested:

(Signature)

(Notary

Public)

Place: .....

Date:

.....

**Note: The word "Consortium" mentioned here is same and synonymous with the word or meaning of "Joint Venture".**

**Annexure – 16****CONTRACTOR'S WARRANTY****(Refer clause 4.4.1 of SCC )**

THIS AGREEMENT is made on the ..... day of .....between:

- (1) [.....] of [.....] [and [see Note 1]]  
([Jointly] "the Contractor")
- (2) [Gujarat Metro Rail Corporation Limited] [of]/[whose registered office is at] [Block no 1, First Floor, Karmayogi Bhawan, Behind Nirman Bhawan, Sector 10A, Gandhinagar, Gujarat - 382010] (together with its successors and assigns, "the Employer").

**WHEREAS**

- (A) By a contract\_\_\_\_ dated [ ] ("the Contract") made between (1) the Gujarat Metro Rail Corporation Limited ("the Employer") and (2) the Contractor, the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works upon the terms and conditions contained in the Contract.
- (B) [See Note 3].
- (C) At the request of the Employer and pursuant to the terms of the Contract the Contractor has agreed to enter into this Warranty.

**NOW IT IS AGREED AS FOLLOWS:**

1. The Contractor hereby warrants and undertakes that:
- (a) He will design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works in accordance with the terms of the Contract; and
  - (b) he owes a duty of care to the Employer in relation to the performance of its duties under the Contract; and
  - (c) he will replace free of cost to the Employer any defect or failure of equipment provided in the Works for a period of\_\_\_\_ (as specified) months from the date of Taking Over of the last Section of the Works; and
  - (d) he agrees that should any design modification be required to any section or component due to any defect, the period of (as specified) months shall re-commence from the date when the modified part is commissioned into service, and such modification shall be carried out free of cost to the Employer in all sub-systems and systems for all sections; and
  - (e) he shall maintain the manufacture or spare of replacement parts for at least 10 years.
2. The liability of [the companies comprising [see Note 3]] the Contractor under this Warranty [shall be joint and several and [see Note 3]] shall not be released,

diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.

3. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in the Contractor, the Contractor grants to the Employer his successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works or the Mass Rapid Transport System including without limitation the design, execute, complete, test and commission (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the Contractor, the Contractor shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. For the avoidance of doubt, any such licence granted shall not be determined if the Contractor shall for any reason cease to be employed in connection with the Works.
4. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Contractor, whether in tort or otherwise.
5. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.
6. The address for service of all documents arising out of or in connection with this Warranty shall be:-
  - (a) upon the Employer at [ ] India. [Note 4]
  - (b) upon the Contractor at [ ] India. [Note 4]
7. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
9. (1) Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the Conciliation and Arbitration rules set out in the General Conditions of Contract. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and Contractor.  
  
(2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then

provided that an arbitrator has not already been appointed pursuant to Clause 9(1), the Employer may by notice in writing to the Contractor require and the Contractor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.

- (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objections relating to the dispute.
- (4) Subject to the foregoing provisions of this clause 9, the Employer and the Contractor shall submit to the jurisdiction of the Courts of India at **Gujarat**.

**IN WITNESS** whereof, this Warranty has been executed as a deed on the date written at the head hereof.

THE COMMON SEAL of

[.....]

was affixed hereto in the presence of:-

Notes (for preparation of and not inclusion in the engrossment of this Warranty)

- (1) If the Contractor comprises more than one company, each such company shall be a party and liability under this warranty will be joint and several, with consequential grammatical changes.
- (2) If Note 1 applies, that fact and the joint venture or other relevant agreement must be recited.
- (3) Delete if Note 1 does not apply.
- (4) The address for service shall be in India.

Annexure-17**CONTRACT AGREEMENT**

This **Contract Agreement** (hereinafter called the “**Contract**”) is made at Gandhinagar on \_\_\_\_\_ day of \_\_\_\_\_ by and between **GUJARAT METRORAIL CORPORATION (GMRC) LTD.** a company incorporated under Companies Act 2013, 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 “**Contractor**”), 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 the Ahmedabad 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 “**Contractor**”, 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 **Contractor** 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 **Contractor** to execute the **Works/ Services**, and

WHEREAS the **Contractor** has declared that the **Contractor** 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 “**Engagement of Agency for Geotechnical Investigation Work for 12.576 Km Elevated Viaduct from Canal Road to Badrabad Dead End (from Chainage 6904.984 to 19481.228) of Ahmedabad Metro Rail Project-Phase -III (B)**” within the terms of **Works/ Services** covered under the tender document no.: **GMRC/GEOTECH/PH-3(B)/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 **Contractor** 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 **Contractor** 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. Letter of Acceptance
- b. Board Resolution & Power of Attorney in favor of authorized signatory on behalf of the Contractor and Registered JV/Consortium Agreement (in case of JV/Consortium)
- c. Performance Security
- d. All the Tender Documents duly incorporating the amendments effected through addenda & clarifications
- e. Priced financial offer (Financial Bid submitted by contractor along with Negotiation letter, if any, wherein the contractor had amended his offer).
- f. Other correspondence regarding tenders considered appropriate to be incorporated in the Agreement.
- g. The tenderer's Technical Proposal.
- h. GMRC General (Standard) Conditions of Contract & SHE Manual
- i. Any other document specifically provided in the tender document for inclusion in the Contract Agreement

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 and remaining down in dilution of the priority as listed in **SCC**, and the **Employer/ the Employer's Engineer** shall issue any necessary clarification or instruction to the **Contractor** as per terms of contract from time to time, during operation and currency of the contract.

**Clause 3: Obligations of the Contractor**

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

The **Contractor** agrees, subject to the terms and conditions of the **Contract**, to perform efficiently and faithfully all of the **Works/ Services**, namely, Construction 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 **Contractor** 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 **Contractor** agrees to accept the sums mentioned below in the following currencies, to be the total cost for the **Works/ Services** carried out by the **Contractor** as part of its obligations, responsibilities and liabilities under and according to the provisions and obligations imposed on it by the **Contract**.

The **Contract Price** is all inclusive of a Tender Total cost of **Indian Rupees \_\_\_\_\_ (Indian Rupee \_\_\_\_\_)** [comprising, (I) Fixed Lump Sum Price Portion for the Contract being **Indian Rupees \_\_\_\_\_ only (Indian Rupees \_\_\_\_\_)**, which is excluding the Service Tax to be paid separately by the Contractor and then to be reimbursed by the Employer in terms of Conditions of Contract and (II) Provisional Sum for Detailed Survey, Geotechnical Investigation and Miscellaneous Works including Contractor's charges for its attendance, profit, etc being **Indian Rupees \_\_\_\_\_ only (Indian Rupees \_\_\_\_\_)**, which is including all taxes, levies, duties and other charges, as detailed in **Attachment – A** and **Attachment – C(i)** to the **Contract**, and] **[Note 4]** subject to adjustment in accordance with the provisions of the **Contract**.

The **Contract Price** shall be inclusive of all taxes, levies, duties, cess, royalties and other charges leviable and payable to the authorities including taxes to be deducted at source, except Service Tax, cesses on Service Tax and levies on Service Tax [on the Fixed Lump Sum Portion only] **[Note 4]**. The **Employer** shall reimburse the Service Tax, cesses on Service Tax and levies on Service Tax [on the Fixed Lump Sum Portion only] **[Note 4]**, paid by the **Contractor**, in terms of **Conditions of Contract**. The **Employer** shall deduct the tax at source from the payments to the **Contractor**, which, **Employer** will be required by law for deposition with the statutory authorities in India for which TDS (Tax Deduction at Source) certificates will be issued by the **Employer**.

The **Contractor** 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 **Contractor**.

#### **Clause 6: Integration**

The **Employer** and the **Contractor** 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 Gandhinagar/Ahmedabad (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 METRORAIL CORPORATION (GMRC) LTD.***

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

##### **To Contractor:**

-----  
-----  
-----

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 Contractor [Note 5]**



**Gujarat Metrorail Corporation (GMRC)** *[insert the name of Consortium/ Joint Venture]*  
**Ltd.**

**(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.
4. Delete is not applicable.
5. If the Contractor is a Consortium, each Member thereof must execute.

**Annexure-18****PARENT COMPANY UNDERTAKING**

THIS UNDERTAKING is issued on the \_\_\_\_\_ day of \_\_\_\_\_

BY \_\_\_\_\_ [whose registered office is at] / [of] \_\_\_\_\_ ("the Parent company").

in favour of Gujarat Metrorail Corporation (GMRC) Ltd. together with its successors and assigns, "the Employer") of:

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

**WHEREAS**

(A) By a contract for Construction of \_\_\_\_\_ of Ahmedabad Metro Rail Project Contract No: GMRC/\_\_\_\_\_ ("the Contract") made between

(1) Gujarat Metrorail Corporation (GMRC) Ltd (the "Employer")

and

(2) \_\_\_\_\_ (the "Contractor") the Contractor has agreed to design, execute, complete and remedy any defects in the works ("the Works") upon the terms and conditions contained in the Contract.

(B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of an undertaking in the terms hereof.

(C) The Parent Company is the beneficial owner of \_\_\_\_\_ % [see Note 1] of the issued share capital of [the Contractor] [see Note 2].

(D) At the request of the Contractor, the Parent Company has agreed to provide this undertaking.

**NOW IT IS HEREBY UNDERTAKEN AND AGREED as follows:**

- 1 In consideration of the Employer entering into the Contract with the Contractor, the Parent Company hereby undertakes to the Employer that, without the written consent of the Employer, it will not [and will ensure that none of the companies referred to in Recital (C) will] [see Note 5]:
  - a. Sell, transfer, assign or otherwise dispose of or deal with ownership of the whole or any part of EITHER [the share holding or other interest in the [Contractor] [see Note 3] OR [the share holdings or other interests] [see Note 4] referred to in Recital (C) in any way which will affect the beneficial ownership and control in [the Contractor] [see Note 3] of the Parent Company [and the other companies referred to in Recital (C)] [see Note 5]; and
  - b. take any action which may result in the Contractor being unable to comply with its obligations or perform in any way its duties under the Contract [or take any action which may result in [the Member forming part of the Contractor] [see Note 3] being unable to comply with its obligations or perform in any way its duties under the [Consortium or other relevant] agreement] [see Note 6] until such time as the Works shall have been completed, all the Contractor's obligations under the Contract shall have been performed and the Defects Liability Period (as defined in the Contract) for the whole and every part of the Works shall have elapsed and further that it will ensure [that the Member forming

part of the Contractor will take all steps necessary to ensure [see Note 6] compliance by the Contractor with the provisions of the Contract.

2. The obligations of the Parent Company under this Undertaking shall remain in full force and effect and shall not be affected or discharged in any way and the Parent Company hereby waives notice of:
  - a. any suspension of the Works, variation or amendment to the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's obligations [and/or the obligations of \_\_\_\_\_] [see Note 7]
  - b. any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - c. the termination of the Contract or of the employment of the Contractor and/or \_\_\_\_\_ [see Note 7] under the Contract for any reason;
  - d. any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [and/or \_\_\_\_\_] [see Note 7] or negligence by the Employer in enforcing any such right of action or remedy;
  - e. any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [and/or \_\_\_\_\_] [see Note 7] under the Contract or any release or waiver thereof.
3. This Undertaking shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or] [see Note 7] and for the avoidance of doubt the Parent Company hereby authorises the Employer and the Contractor [and/or] [supplemental agreement]
4. All documents arising out of or in connection with this Undertaking shall be served:
  - a. upon the Employer, at \_\_\_\_\_ marked for the attention of \_\_\_\_\_;
  - b. upon the Parent Company, at \_\_\_\_\_
5. The Employer and the Parent Company may change their respective nominated addresses for service of documents to another address but only by prior written notice to each other. All demands and notices must be in writing.
6. This Undertaking shall be governed by and construed according to the laws for the time being in force in India and the Parent Company agrees to submit to the exclusive jurisdiction of the courts at Gandhinagar, Gujarat, India.

**IN WITNESS** where of this Undertaking has been executed as a deed on the date first before

written. THE COMMON SEAL of \_\_\_\_\_ )  
 [ \_\_\_\_\_ ] \_\_\_\_\_ )  
 was affixed hereto \_\_\_\_\_ )  
 in the presence of: \_\_\_\_\_ )

**Notes:**

(For preparation of but not for inclusion in the engrossment of this Undertaking)

1. If the Parent Company is not the immediate parent company, the chain of ownership must be recited, identifying each company in the chain and the shareholdings or other interests in each subsidiary.
2. If the Contractor is a Consortium, that fact and the Consortium or other relevant agreement must be recited. In such case, insert the name of the Members of the Consortium in respect

of which the parent company undertaking is being given. In such a case, the parent company of each of the Members is required to give the undertaking.

3. If Note 2 applies; refer to the Member relating to that Parent Company (which is giving this undertaking) and not the Contractor.
4. If Note 1 applies, use this alternative.
5. If Note 1 applies, add this provision.
6. If Note 2 applies, add this provision.
7. If Note 2 applies, add this provision and insert the name of the Member.
8. The notarized copy of the board resolution of the Parent Company must also accompany this Undertaking. In case the Parent Company is a foreign entity, then such board resolution should be notarized by a notary in its home country followed by the consularisation by the Indian Embassy there, or apostilled as per Hague Convention, as the case may be

**Annexure - 19****PARENT COMPANY GUARANTEE****(Refer Clause 4.4.1 of SCC)****THIS GUARANTEE** is made on the ..... day of ..... between

- (1) [.....] whose registered office is  
 .....at  
 [.....] and [.....] whose registered  
 office  
 is at [

("the Guarantor").

- (2) The GUJARAT METRO RAIL CORPORATION LIMITED (together with its successors and assigns, "the Employer") of:

Block no 1, First Floor, Karmayogi Bhawan, Behind Nirman Bhawan, Sector 10A, Gandhinagar, Gujarat –  
 382010, India

**WHEREAS**

- (A) By a contract [NO.] dated [.....] ("The Contract") made between (1) the Gujarat Metro Rail Corporation Limited ("the Employer") and (2) [.....] ("the Contractor"), the Contractor has agreed to design, execute, complete and remedy any defects in the Works upon the terms and conditions contained in the Contract.
- (B) Pursuant to the terms of the Contract, the Contractor has agreed to procure the provision of a guarantee in the terms hereof. [see Note 1].
- (C) At the request of the Contractor, the Guarantor has agreed to guarantee performance of the Contract by the [Contractor] [see Note 2] as set out herein.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the Employer entering into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees to the Employer as a primary obligation and not as a surety due performance by the [Contractor] [see Note 2] of all of its obligations and liabilities under and in accordance with the Contract save that nothing herein shall be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the [Contractor] [see Note 2] in the Contract.
2. The obligations of the Guarantor under this Guarantee shall remain in full force and effect and shall not be affected or discharged in any way by and the Guarantor hereby waives notice of:-
  - (a) any suspension of the Works, variation to or amendment of the Contract (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Contractor's

- obligations [and/or the obligations of [ ] [see Note 3] under the Contract;
- (b) any provision of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
  - (c) the termination of the Contract or of the engagement of the Contractor [ and / or [ ..... ] ] [see Note 3] under the Contract for any reason;
  - (d) any forbearance or waiver of any right of action or remedy the Employer may have against the Contractor [ and / or [ ..... ] ] [see Note 3] or negligence by the Employer in enforcing any such right of action or remedy;
  - (e) any bond, undertaking, security or other guarantee held or obtained by the Employer for any of the obligations of the Contractor [ and/or [ ..... ] ] [see Note 3] under the Contract or any release or waiver thereof.
3. This Guarantee shall extend to any variation of or amendment to the Contract and to any agreement supplemental thereto agreed between the Employer and the Contractor [and/or [ ] ] [see Note 3] and for the avoidance of doubt the Guarantor hereby authorises the Employer and the Contractor [and/or [ ] ] [see Note 3] to make any such amendment, variation or supplemental agreement.
  4. This Guarantee is a continuing guarantee and accordingly shall cover all of the obligations and liabilities of the [Contractor] [see Note 2] under the Contract and remain in full force and effect until all the said obligations and liabilities of the Contractor shall have been carried out, completed and discharged in accordance with the Contract. This Guarantee is in addition to any other security which the Employer may at any time hold and may be enforced without first having recourse to any such security or taking any steps or proceedings against the Contractor.
  5. Until expiry of the Maintenance and Defects Liability Period (as defined in the Contract) for the whole and every part of the Works, the Guarantor shall not on any ground whatsoever make any claim or threaten to make any claim whether by proceedings or otherwise against the Contractor [and/or [ ] ] [see Note 3] for the recovery of any sum paid by the Guarantor pursuant to this Guarantee. Any such claim shall be subordinate to any claims (contingent or otherwise) which the Employer may have against the Contractor [and/or [ ] ] [see Note 3] arising out of or in connection with the Contract until such time as such claims shall be satisfied by the Contractor [and/or [ ] ] [see Note 3] or the Guarantor as the case may be. To that intent the Guarantor shall not claim or have the benefit of any security which the Employer holds or may hold for any monies or liabilities due or incurred by the Contractor [and/or [ ] ] [see Note 3] to the Employer and, in case the Guarantor receives any sum from the Contractor [and/or [ ] ] [see Note 3] in respect of any payment by the Guarantor hereunder, the Guarantor shall hold such sum in trust for the Employer for so long as any sum is payable (contingently or otherwise) under this Guarantee.
  6. The Employer shall be entitled to assign the benefit of this Guarantee at any time without the consent of the Guarantor or the [Contractor] [see Note 2] being required.
  7. All documents arising out of or in connection with this Guarantee shall be served:

- (a) upon the Employer, at [.....] marked for the attention of [ ];
- (b) upon the Guarantor, at [ ..... ] India. [Note 4]

8. The Employer and the Guarantor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
9. This Guarantee shall be governed by and construed according to the laws for the time being in force in India and the Contractor agrees to submit to the jurisdiction of the courts of India.

**IN WITNESS** whereof this Guarantee has been executed as a deed on the date first before written.

THE COMMON SEAL

of[ ]

was affixed hereto in  
the presence of:-

Notes (for preparation of but not inclusion in the engrossment of this Guarantee)

1. If the Contractor comprises more than one company, that fact, the joint venture or other relevant agreement and the relationship of the Guarantor to its subsidiary forming part of the Contractor must be recited.
2. If Note 1 applies, replace the word "Contractor" with name of the subsidiary being guaranteed.
3. If Note 1 applies, add additional wording and insert the name of the subsidiary being guaranteed.
4. The address for service shall be in India.

**Annexure-20**

**SUB-CONTRACTOR'S/ VENDOR'S WARRANTY**

**Not Used**