



**NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)**

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Tender No. NRTI/04/2019/ Hiring of Buses

TENDER DOCUMENT

Tender No. NRTI/04/2019/ Hiring of Buses

Name of Work :- Hiring of transport vehicles i.e. Two 56 seater Non AC Buses for the conveyance of NRTI students from Oakland Stay (Student Housing facility) at Ananta Astha, Beside Gayatri Temple, Waghodia Road, Pavlepur, Gujarat -390019 to NRTI in NAIR campus, Lalbaug, Vadodara & back to Oakland Stay for 12 months.


Approximate Cost of Work	: Rs 14.29. lakhs
Earnest Money:	: Rs. 28600.00
Cost of Tender Document	: Rs 1000.00
Last Date & Time for submission of Tender	: 02/03/2020 – 15.00 hrs.
Date & Time of opening of Tender	: 03/03/2020 – 15.30 hrs.
Completion Period	: 12 months

ADDRESS

NATIONAL RAIL AND TRANSPORTATION INSTITUTE

1st Floor, NAIR Campus, Lal Baug, Vadodara, Gujarat - 390004

Signature of
Quotationer/s _____


हुबलाल जगन / Hublal Jagan
उप निरीक्षक/भा.सं. / Deputy Comptroller/ H.R.
राष्ट्रीय रेल एवं परिवहन संस्थान
National Rail and Transportation Institute
वडोडरा, गुजरात / Vadodara, Gujarat.

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TENDER NOTICE

TENDER No	NRTI/04/2019/ Hiring of Buses
Name of Work	Hiring of transport vehicles i.e. Two 56 seater Non AC Buses for the conveyance of NRTI students from Oakland Stay (Student Housing facility) at Ananta Astha, Beside Gayatri Temple, Waghodia Road, Pavlepur, Gujarat -390019 to NRTI in NAIR campus, Lalbaug, Vadodara & back to Oakland Stay for 12 months.
Approximate cost work	Rs. 14,29,992.(Fourteen Lacs twenty nine Thousand nine Hundred ninety two only.)
Type of Tender	Open Tender
Cost of Tender Document	Rs. 1,000/- (Rs. One Thousand only)
Earnest Money to be Deposited	Rs. 28600.00/- (Twenty Eight Thousand Six Hundred Only).
Completion Period	12 months from date of issue of Letter of Acceptance.
Web site particulars	Tender Document can be down loaded from Website: https://nrti.edu.in
Last Date & Time for submission of Tender	02/03/2020 – 15.00 hrs.
Place for submission of tender Documents	NATIONAL RAIL AND TRANSPORTATION INSTITUTE, 1st Floor, NAIR Campus, Lal Baug, Vadodara - 390004, Gujarat
Date & Time for opening of Tender	03/03/2020 – 15.30 hrs.
Validity of Offer	90 Days from the date of opening of tender.
Note: In case of any clarification, the firms may contact Dy Comptroller/HR/NRTI at the above office during the working hours .	

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INSTRUCTIONS TO THE TENDERERS

1. Before submitting the offer, please read carefully instructions to Tenderers .
2. Your signature on the Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the documents as well as schedule of tender.
3. The prospective tenderers are advised to revisit the website www.nrti.edu.in frequently before the date of closing of tender to note any changes/corrigendum issued for this tender.
4. Tender is not transferable and the same is to be submitted with signature by the preauthorized personnel of the tenderer, already registered with the website www.nrti.edu.in .
5. Tender to be signed by Authorized person:
 - (a) If the tender is submitted on behalf of a partnership concern, he/they should submit the certified copy of the partnership deed and authorization to sign the tender on behalf of partnership firm. If copies of these documents are not enclosed along with tender, the tender will be treated as having been submitted by individual signing the tender.
 - (b) The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he / they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurements, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
 - (c) The NRTI will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice to the satisfaction of the NRTI, the cost of which will be chargeable to the contractor.
6. The tender should be accompanied by a tender fee of Rs. 1000(Rs ONE THOUSAND ONLY) and an Earnest Money Deposit (EMD) of **Rs. 28600.00/- (Twenty eight Thousand Six Hundred Only)**, in the form of Demand Draft drawn in favour of NATIONAL RAIL AND TRANSPORTATION INSTITUTE. The EMD shall be valid for a period of 45 days beyond the validity of offer i.e. 135 days.
7. Please note that earnest money submitted in the form of Cheque, bankers pay slip and bank guarantee etc. shall not be accepted for the works.

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8. The cost of tender document shall not be clubbed with the Earnest Money Deposit.
9. All the relevant documents shall be attached along with tender form as per terms and condition of tender.
10. **The Tenderer/s must fulfill / satisfy the following mandatory requirements failing which their offers shall be summarily rejected** without any correspondence. Hence, the Tenderers are advised to ensure that these documents are submitted, duly signed at all pages, with their offer.
 - a) The requisite Tender Document Fee & Earnest Money (EMD) in prescribed and acceptable form.
 - b) Scanned copies of Documents in support of Technical and financial eligibility criteria.
 - c) Attested copies of Affidavit for sole proprietorship / partnership deed / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc.
 - d) Attested copy of power of attorney on non judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.
 - e) Offer Letter as per Annexure -1.
 - f) Affidavit as per Annexure -2.
 - g) Attested copy of Goods and Service Tax Registration (as applicable) & PAN Card.
 - h) Details of deployment of resources i.e. fleet of vehicles available.
 - i) Last three financial year's and current financial year audited Balance Sheet duly certified by Chartered Accountant for eligibility criteria @ 150% of Advertised Cost.
 - j) Copies of the work completion certificates duly attested from the clients for having completed works of similar nature .
 - k) Sub-let work experience certificate shall not be considered.
 - l) Within 7 days of issuance of LOA the Tenderer should submit the relevant registraion document, Road Tax, Insurance etc.and make the vehicles ready for hire to NRTI .
 - m) List of permanent drivers and staff employed by the tenderer.
 - n) The agency must not have been debarred / blacklisted- by any Govt.sector/PSUs/bilateral and multilateral agency. Tenderer should submit Affidavit by the Notary for the same along with the tender.
 - o) Complete documentary evidence should be submitted by bidder.


NOTE- The tenderer must keep all the original documents ready, copies of which have been submitted by the tenderer along with the offer. The original documents will have to be produced as and when required by the NRTI for verification purpose. All the documents submitted shall be self-attested by the tenderer.

11. Mandatory details to be filled in by tenderer while submitting their offer:

1 PARTICULARS OF THE PARTY

- a) NAME:
- b) ADDRESS: :
- c) PHONE NO.:
- d) MOBILE No.:
- e) FAX. No :

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- f) I. TAX PAN No :
g) EMAIL :

2 PARTICULARS OF BANK ACCOUNT:

- a) BANK NAME:
b) BRANCH: :
c) BANK ADDRESS:
d) BANK TEL No.: FAX No.:
e) BANK MICR CODE (9DIGIT):
f) BANK IFS CODE.
g) BANK ACCOUNT No.:
h) ACCOUNT TYPE:
i) (SAVINGS/CURRENT/CASH CREDIT)

12. DECLARATION BY THE PARTY :

I hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information the User Institution will not be held responsible. I have understood the scheme and agree to discharge the responsibility expected from me as a participant under the scheme. I also undertake to acknowledge / intimate the concerned NRTI Administration on receipt of each payment from NRTI.


One cancelled Cheque / photo copy of the Cheque duly carrying IFS Code is enclosed. Certified that the particulars furnished above are correct as per our records.

13. NRTI reserve the right to reject any or all tenders without assigning reason what so ever.
14. In case it happens to be holiday on the date of opening, the tender will be opened on next working day at same time of opening.
15. Every Tenderer shall state in the Tender his postal address fully and clearly. Any communication sent in time to the Tenderer by post at the said address shall be deemed to have reached the Tenderer duly and in time. He shall also give telephone and fax number for communication. Important documents shall be sent by Registered post.

IMPORTANT NOTE: - Tenderer should specifically check the items and fulfill mandatory conditions in order to avoid summarily rejection of their offer.

16. Its is responsibility of the tenderer to check any correction or any modifications published subsequently in website and the same shall be taken into account while submitting the tender .
17. Each of the page of tender documents and corrigendum (if any) is required to be signed by person/ persons submitting the tender in token of their having acquainted themselves with General/ Special conditions & Specification as laid down. The tender document is required to be printed, signed by the person/ persons submitting the tender.
18. Tenderer(s) are free to download tender document at their own risk and cost for the purpose of perusal as well as for using the same as tender document for submitting the offer by taking a print out of the same and submitting to NRTI Office after signing each page. However, the document

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fee of Rs. 1000/- has to be paid to the NRTI even if the Tender document used have been downloaded from the website. Master copy of the tender document is available in the office of The Deputy Comptroller-HR, National Rail and Transportation Institute, NAIR Campus, Lal Baug, Vadodara-4. After award of the work, an Agreement will be prepared based on the master copy of the tender available in the above-mentioned office. In case, any discrepancy between the tender documents downloaded from the Internet and the master copy, the latter shall prevail and will be binding on the tenderer(s). No claim, on this account, will be entertained.

19. If any change/addition/deletion is made by the Tenderer/Contractor and the same is detected at any stage even after the award of the tender, full earnest money deposit will be forfeited and the contract will be terminated at his/their risk and cost. The tenderer is also liable to be banned from doing business with NRTI and/or prosecuted.
20. **Error/omission and discrepancies-** The tenderer shall not take advantage of any error due to typing or otherwise, if there is any doubt, that shall be brought to notice of Deputy Comptroller, HR, without delay and same shall be dealt as per NRTI's requirement only and to NRTI's advantage only.
21. **Rate Sheet: Tenderers are advised to quote their rates in the rate sheet at last page of the tender document as percentage above OR below OR at par.**
 - a) The rates shall be quoted both in figures and words.
 - b) If there is variation between the rate quoted in figures and in words, the lower Rate quoted shall be taken into consideration. If more than one rate is indicated, the tender is liable to be rejected.
22. **Validity of Offer:-**The tenderer shall keep their offer open for a minimum period of 90 days or more from the Date of opening of the tender. The duration of period for which the tender offer remains open must be clearly mentioned.

Signature of
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CHECKLIST FOR SUBMISSION OF BID

Sr. No.	Particulars	Complied YES or No	Details of Supporting document
1	Tender Document Fee & Requisite Earnest Money in valid form with details of bank submitted or not.		
2	Signature of tenderer / authorized signatory on all the pages of tender document & supporting document along with address and phone no. for correspondence & communication.		
3	Copy of partnership deed/ Memorandum of association/ Article of association/ Agreement of HUF/ Joint venture agreement submitted or not.		
4	Proof of contractual turnover for minimum eligibility criteria		
5	Proof of similar nature of work for minimum eligibility criteria.		
6	<i>Attested copy of Goods and Service Tax Registration (as applicable) & PAN Card.</i>		
7	<i>List of permanent drivers and staff employed by the tenderer.</i>		
8	<i>Affidavit by the Notary for not having been debarred / blacklisted- by any Govt./PSUs/bilateral and multilateral agency.</i>		
9	Rates have been filled in the offer sheet in words as well as in figures.		
8	Affidavit & other details as per Performa given in Annexure 1,2,4,5, &6		

Signature of
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Scope of Work

1. Conveyance of Approximate 100 students from Oakland Stay, which is about 25 Kms to and fro to National Rail & Transportation Institute in NAIR campus, Lalbaug, Vadodara & back to Oakland Stay.
2. The bus facility is required for six days per week. However, on Sundays & Holidays the bus facility is required depending on schedule of classes or other activities which shall be intimated a day before in advance.
3. Class timings for Section A (50 students) & Section B (55 students) is from 9.15 AM to 11.15 AM, 11.30 AM to 1.30 PM & 3 PM to 5 PM and 5.15 PM to 7.15 PM respectively. Lunch will be held at NRTI Campus from 1.30 PM to 3 PM.
4. Class timings are subject to change as per academic workload and other academic requirements.
5. Trips should be planned in a way as to ensure that all students should reach 15 minutes before in NRTI campus and reach Oakland Stay well in time.
6. Trips may be increased or decreased as per requirements.
7. The Bus Service provider should ensure that the Global Positioning system (GPS) and CCTV arrangement is compulsorily installed in buses allotted to NRTI and that the GPS and CCTV installed is kept in working condition at all the times and the access of the same should also be made available to the concerned official of NRTI.
8. The Bus Service provider shall ensure that the Buses allotted to NRTI are equipped with two fire extinguishers of ABC type of 5 Kg capacity having ISI mark, one of which should be kept in driver's cabin and second near the emergency exit door. The bus service provider should ensure that the driver, Conductor and Cleaner are well aware of the operation of the fire extinguishers.
9. The Bus service provider shall ensure that the periodical medical checkup regarding the physical & mental fitness including eye testing of the staff deployed for the services are made. The Fitness certificate issued by the Govt. Medical Officer shall be obtained as per the safety standard under "The Motor Vehicle Act 1998" before the staff are deployed for operating the buses.
10. The Bus service provider shall ensure that the Buses allotted to NRTI should be painted yellow with the name of the Institute written prominently on the buses.
11. The servicing, maintenance and adherence to all regulations of bus services providing must be ensured at all times.
12. The Legal aspects regarding the correct documentations viz. insurance, pollution, RC, etc rests with the bus service provider.
13. The Bus service provider shall ensure the proper legal maintenance of records like log books, complaint book, compliance report and other proper details of vehicle usage.
14. All the staff deployed for the bus services allotted to NRTI must have all necessary legal documents with vehicles every time.

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15. The Bus service provider will submit all the relevant valid RTO documents like RC book, insurance certificate, fitness certificate, valid license of drivers, Commercial registration of vehicles including PUC etc. for both the allotted buses to NRTI before the commencement of bus services to NRTI.
16. The staff deployed shall always remain in proper uniform during duty hours with ID cards.
17. The drivers must wear safety belt. Fines are levied on violation of traffic and safety rules. The Quotationer should ensure that the crew is adequately trained and undertake safe driving to avoid any loss or damage of property/life.

Minimum Eligibility Criteria:


Only such Tenderer/s need apply who fulfill following minimum eligibility criteria:

1	Should have completed* at least one similar nature** single work having a minimum value in the last three financial years (i.e. current year up to the date of opening of the tender and three previous financial years)	Single work having minimum value of 35 % of advertised tender value of work on or before opening of the tender.
3	Total contract amount received during the last three years and in current financial year. (i.e. current year up to the date of opening of tender and three previous financial years) as per attested certificate from the employer/client audited balance sheet duly certified by the Chartered Accountant etc.	Should be a minimum of 150 % of advertised tender value of work.

Note :

1. ***Completed work** includes on-going work subject to payment of bills amounting to at least 35% of the advertised value of the tender.
2. ****The similar nature of work** means that the work of **“Similar nature of tendered work”**.
3. Documentary proof should be submitted for the above Minimum Eligibility Criteria along with the tender. If the tenderer fails to abide by any one of the above conditions or fails to submit documents as above, the tender is liable to be rejected straightaway.
4. Work experience certificate from private individual shall not be accepted. Certificate from Govt/PSU Organizations, public listed company/private company/Trusts having annual turnover of Rs. 500 crore and above will only be accepted.

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TECHNICAL ELIGIBILITY CRITERIA

1. The Bidder should have the vehicles commercially registered in his own name and the vehicles should be fit in all respects for operation in accordance with the prevailing Motor Vehicles Act and Rules, amended from time to time and all the relevant valid RTO documents like RC book, insurance certificate, fitness certificate, PUC etc. must be available with the taxes, levies, fees etc. paid up to date. He should provide copy of documents for verification of the eligibility criteria along with the Tender.
2. The buses should be of latest models not older than 2011 model in decent and mechanically sound condition with neat & clean seat covers.

NEGOTIATION :-

Tenderer shall not increase his/their quoted rates in case the NRTI Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates, quoted will be binding on the tenderer.

EARNEST MONEY


The tenderer shall deposit Rs. 28600.00/- (Twenty Eight Thousand six Hundred Only), as Earnest Money in the form of Demand draft drawn in favour of NATIONAL RAIL AND TRANSPORTATION INSTITUTE . If Tenderer do not enclose requisite earnest money deposit as mentioned above, along with tender offer; their offer will be summarily rejected.

1. If tender is accepted earnest money deposited by the contractor will be retained as part of security for the due and faithful fulfillment of the contract. The earnest money of the other tenderers, shall be returned to them.
2. In case the tenderer/s withdraws his offer within the validity date of his / their offer or fails to undertake the contract after acceptance of his/ their tender, the full earnest money shall be forfeited.
3. The earnest money should be in form of Demand draft drawn in favour of NATIONAL RAIL AND TRANSPORTATION INSTITUTE.

SECURITY DEPOSIT

- a. The earnest money deposited by the contractor with his tender will be retained by NRTI as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make-up the security deposit is to be recovered by percentage deduction from the Contractor's "on account" bills, provided also that in case of defaulting of the Contractor, NRTI may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- b. Unless otherwise specified in the special condition if any, the security deposit / rate of recovery/ mode of recovery shall be as under:

Signature of
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1. Security deposit for each work should be 5% of the contract value.
 2. The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
 3. Security deposit will be recovered only from the running bills of the contract and no other mode of collecting security deposit such as Security deposit in the form of instruments like B.G., F.D. etc. shall be accepted towards security deposit.
- c. **Security deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority which in this case is Dy. Comptroller-HR, NRTI who is also the signing Authority of the Contract. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to NRTI against the contract concerned. Before releasing the S.D., an unconditional and unequivocal “no claim certificate” from the contractor concerned should be obtained”.**


Note: - No interest will be payable upon the Earnest Money and security deposit or amount payable to the contractor under the contract.

PERFORMANCE GUARANTEE

The procedure for obtaining Performance Guarantee is outlined below:

1. The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (however not exceeding 90 days from the date of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
2. The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5 % below the market value;

Signature of
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National Rail and Transportation Institute
वडोडरा, गुजरात / Vadodara, Gujarat.

Dy. Comptroller (HR)/NRTI
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- (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vi) A Deposit in the Post Office Saving Bank;
- (vii) A Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of NATIONAL RAIL AND TRANSPORTATION INSTITUTE (free from any encumbrance) may be accepted

3. The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
4. The value of PG to be submitted by the contractor will not change for variation upto 25%(either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5%(five percent) for the excess value over the original contract value shall be deposited by the contractor.
5. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
6. Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
7. The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of

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- i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- ii. Failure by the contractor to pay any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- iii. The Contract being determined or rescinded, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of NRTI


Terms & Method of Payment

- a) The Agency shall be paid normally on monthly basis on pro rata base for the number of days the services provided during the month by way of "On account" bills.
- b) The Agency shall submit the on-account bill as & when required supported with log book, complaint/compliance register with daily verification by NRTI official.
- c) All payment shall be made on certificate of Deputy Comproller, HR, National Rail & Transport Institute, Vadodara or his authorized representative.
- d) After preliminary scrutiny and certification by NRTI, payment of the certified amount shall be made as early as possible (by NRTI). The amount certified shall account for all deductions, including statutory deductions & recoveries for penalties if any due from the Agency.
- (e) The payment to the Agency shall, thus, be made after deducting the applicable TDS (Tax Deduction at Source).

SPECIAL CONDITIONS OF CONTRACT

1. Eligibility Criteria: - In support of their credentials, the bidder should submit list of vehicles in hand. The eligible Bidder should specify the vehicle to be provided as per Tender description commercially registered in Bidder own name. The Bidder should provide copy of documents for verification of credential / eligibility criteria along with the Tender
2. The Bidder shall ensure that the buses in use having valid permits and fulfill the requisite permit conditions prescribed by the State Transport Departments.
3. The Bidder shall ensure that there are valid insurances of the buses in use for the NRTI as well as passengers in the bus as per "The Motor Vehicle Act 1988".
4. The Bidder shall ensure that any driver who has been challaned even once for the offence of over speeding, driving dangerously or for the offences under section 279, 337, 338 and 304A of the Indian Penal Code or under POCSO Act, 2012 cannot be employed by the bidder.
5. The Bidder shall ensure that any driver who has been challaned more than twice in a year for any kind of offences which inter alia include red light jumping, violation of lane discipline or allowing unauthorized person to drive, cannot be booked by the bidder.
6. The Bidder shall ensure that the staff deployed shall be dressed in the uniform as prescribed and mutually agreed upon between himself and the NRTI Authority.

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7. The Bidder shall ensure that the bus shall be driven by the driver having valid public service badge with photograph, name of the bus Provider's Agency and/ or as issued by the State Transport Department.
8. The Bidder shall ensure that the maximum number of students allowed is as per the permit issued by the State Government Authority per bus
9. The Bidder shall ensure that periodical fitness certificate regarding roadworthiness of the NRTI shall be obtained as per "The Motor Vehicles Act 1988".
10. The Bidder shall give intimation to the local Police Station as well as the concerned District Traffic Police Authority clearly indicating the name of the Staff (Driver and Conductor) as well as the particulars of the vehicle etc.
11. The Bidder shall ensure that the drivers are restricted to use mobile phone while driving the bus and are restricted to have interactions with the students and bus staff beyond the a limit.
12. Despite the road worthiness certificate for each bus, the Bidder and the NRTI Authority shall jointly conduct regular checkups of the buses condition, including the worthiness of tyres, seats, space of bags, windows (bars and mesh), doors (locking system) emergency exits (easily openable and lockable) working condition of CCTV, GPS, Alarm etc.
13. The Bidder shall ensure that the buses are not driven rashly NOR permitted to overtake any four wheelers while carrying the students.
14. The Bidder shall ensure that the buses halt only at places designated.
15. The Bidder shall ensure that the details of the Driver (Name, address, license number, bage number) and Telephone No. of the NRTI or owner of the bus, Transport Department's Help line number and Registration Number of the vehicle shall be displayed at prominent places inside and outside the bus in contrast colour. It is to be clearly visible to all the students in the bus and to the public so that in case of necessity, the NRTI Authority/Police or other authorities can be informed.
16. The Bidder shall ensure that the doors of the bus must be kept closed when the bus is in motion.
17. The Bidder shall ensure that the passageway to the door and the emergency exit must be clear and the free of bags and any other bus item.
18. The Bidder shall ensure that the emergency exit doors are installed and the locks are
19. regularly services so that they can be easily opened in times of emergency.
20. The Bidder shall ensure that the speed governors with maximum speed limit of 40 Kmph.
21. The Bidder shall ensure that that the bus must have First Aid Box.
22. The Bidder shall make arrangements to keep the students' bags safely, there shall be a space fitted under the seats or at a convenient place inside the buses.

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23. The Bidder shall ensure that the buses shall be fitted with alarm bell and siren so that in case of emergency everyone can be alerted.
24. The Bidder shall ensure that the buses shall not be fitted with curtains or glasses having films.
25. The Bidder shall ensure that the buses shall have sufficient white lighting inside the bus.
26. The Bidder shall ensure that the activities inside the buses should be visible from outside whenever the bus is plying on road.
27. The Bidder shall ensure that the Name and Contact details of Bus Service provider and that the Transport Manager of the NRTI must be prominently displayed outside and inside the buses.
28. The Bidder shall ensure that the belongings left/forgotten by the students during commuting must be deposited by the Staff deployed to the NRTI designated Official or NRTI Office, immediately after the operation of the routes for the day.
29. The Bidder shall ensure that prior to destination stop; no students should be allowed to stand at the exit door. The first seat can be occupied by the first set of students to disembark and then left vacant for students to move up to it and be seated.
30. The buses allotted to NRTI of latest models only in decent and mechanically sound condition with neat & clean seat covers, as acceptable to Notational Rail and Transportation Institutes, Vadodara represented by NRTI Authority, will have to be supplied. The rates should be all inclusive and no other charges will be claimed including the parking charges/Toll tax, wherever levied. Driver, conductor, cleaner charges are also included in above rate.
31. The rates shall remain unchanged during the currency of the contract.
32. The contract shall normally be valid for 12 months from the date of receipt of letter of acceptance issued by Dy. Comptroller /HR, NRTI, Vadodara.
33. The rates shall be inclusive of the following:
 - a. All maintenance expenditure of vehicle i.e. major and minor repairs required for good running of vehicles, all consumables like lubricants, break oil, mobile oil including diesel/ petrol will be supplied by the contractor
 - b. The drivers, Conductors, Cleaners's salary, all types of taxes and fees payable to RTO.
 - c. Rate shall include hiring of vehicle on daily basis.
 - d. Any other charges required for execution of this contract
 - e. For quoting rates in Schedule of Rates, all instructions to tender may be referred and strictly followed.

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34. Whenever, the services of buses will not be required, the same will be intimated prior to two days for the period of non-requirement days, which will be proportionately deducted from the next bill or as per the case may be.
35. The Bidder will submit the bill on satisfactory performance of the work. The payment will be made, if applicable, on verification of bill, in favour of the Firm / Bidder. The Buses should ply as per the schedule of timing given by NRTI and as per the directives of the official of NRTI.
36. The Bidder shall ensure that the tank of buses is filled up adequately with fuel, oil, proper maintenance regularly to avoid disruptions en-route due to lack of the same.
37. The Bidder shall ensure that the staff deployed have live mobile phone connections so that they are contactable whenever required. The details of staff deployed for NRTI viz. name, designation, address, mobile No., Aadhar Card No., license No. Authority letter etc should be given prior commencement of the services.
38. The drivers deployed by the firm will be well-mannered, well acquainted with route, punctual, with uniform, name badge, with valid driving license.
39. The Bidder shall ensure that the staff deployed for NRTI should not have the addiction/habit of smoking, consumption of pan masala gutaka, tobacco, alcohol etc. If found addicted of the above, suitable action should be taken.
40. The Bidder shall ensure that only drivers with experience are deployed on job.
41. The Drivers put on the job by the Bidder must always possess a working mobile phone, valid driving license, vehicle-registration papers, road tax and paid receipts, interstate permits etc. Police verification of the driver shall be done by the Bidder.
42. Buses must be fit to ply in entire Gujarat state. In case ex-Gujarat trip is required, NRTI shall reimburse for the inter-state permit fees on actual basis.
43. If there is a break down after the commencement of the journey then the Bidder shall provide the substitute equivalent vehicle for the same immediately. Failure to provide a substitute equivalent vehicle will be treated as full day absent and penalty of double the daily rate shall be levied.
44. In the event of the breakdown of the vehicle en-route, the responsibility of transporting the NRTI students to destination lies with the bidder, if not provided the services immediately, suitable arrangement will be made by NRTI Official for which whole cost plus the penalties as above shall be deducted from the bidder's bill.

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45. In the event of an accident involving injuries to the students —
- a) the bus driver/Conductor/Cleaner/Supervisor in charge shall take immediate action. This would include the assessing the situation and administering first-aid, while remembering that their primary concern is the safety of students in their care. Also inform the NRTI Authorities about the incident.
 - b) It shall be the responsibility of bus driver/Conductor/Cleaner/Supervisor in charge to call an ambulance, if necessary. The senior most staff deployed on the bus shall accompany the injured students to the hospital to ensure that the students are provided emergency treatment at the Hospital, who also will co-ordinate with the NRTI Officials by mobile to inform the treatment arrangements at the hospital.
 - c) the bus driver/Conductor/Cleaner/Supervisor in charge shall report the accident immediately to the Police, Authorized officers of the NRTI and the Bus Service Provider.
 - d) The bus service Provider shall immediately visit the incident site to oversee and initiate the safe transportation of students not injured in the incident by the means of suitable provision of another vehicles and ensure that all the students are safely shifted to the destination.
 - e) The service provider shall submit a written report within 24 hours of the incident to the **NRTI** Official which includes the date, time and location of the accident, name of the persons sustaining injuries, whether medical was required or otherwise. The details should be license number of bus, driver, damages made, police file number, description of circumstances and action taken by the staff and owner of service provider for completion of all the legal/medical commitments.
 - f) The staff of the service provider involved in accidents having injuries may be relieved immediately and suitable replacement of staff and buses be ensured by the service provider
 - g) The service provider shall ensure that all kind of accident risk, human lives are covered under insurance and NRTI shall not be liable for any compensation and legal responsibilities.

46. The following definitions shall be applicable for the purpose of this Tender:


- a) The month shall be reckoned from first day of the month to the last day of the month and payment for remaining part period, if any will be calculated by dividing the No. of days in the part period by 30 for working out the charges for extra Kms run.
- b) One hour is of 60 Minutes for the purpose of payment of charges. A fraction up to 30 minutes shall not be taken into account and more than 30 Minutes shall be considered as an Hour.
- c) Buses shall mean the vehicle specified as per Schedule. The buses shall be based at Vadodara.

47. The buses must be of the specified colour as per the RTO norms for students transportation.

48. The Bidder shall ensure that buses are provided with spare wheels, and necessary tools & plants, machinery in good working condition and the staff deployed on the buses should be well aware of immediate procedure to be followed during the enroute failure of the bus services.

49. The vehicle deployed on the job should be registered as commercial vehicle and should be fit in all respects for operation in accordance with the prevailing Motor Vehicles Act and Rules,

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amended from time to time and all the relevant valid RTO documents like RC book, insurance certificate, fitness certificate, PUC etc. must be available with the taxes, levies, fees etc. paid up to date. The contractor shall be exclusively and solely responsible for any lapse in this regard and NRTI stands completely indemnified by the contractor against such defaults.

50. The Bidder shall indemnify the NRTI against any or all claims, which may arise under the Motor Vehicles Act or Workmen compensation Act or any other act or Statute having bearing over the services and for engagement of workmen, directly or indirectly for performance of work under the Tender.
51. The Bidder shall indemnify the NRTI and its employees against any penalties as PRINCIPAL EMPLOYER, for any failure of the Bidder to honour various Central/State Government laws/enactments.
52. COMPLAINT REGISTER — A complaint register is to be maintained by the Bidder as per the format as given below and kept in both the buses separately.

SN	Date & time	Description of Complaint	Name of Complainer	Date & time of compliance	Signature of Rep. of service provider	Signature of NRTI official	Remarks
1	2	3	4	5	6	7	8

53. **VARIATION IN QUANTITIES:** -The NRTI Administration reserves the right to modify the quantity from time to time whether it is an increase or decrease in the scope and quantity of work. The tenderer shall not be entitled to any compensation but will be paid for as per contract for the actual work done.


54. TAXES AND ROYALTIES

All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalty's payable by the Contractor(s) to the government or public body or local authority and no additional amount will be paid or claim entertained on this account by the NRTI.

55. Deduction for Income Tax

The NRTI will deduct Income tax on the gross amount and surcharge on income tax of each bill as prescribed by Government from time to time and such deduction of Income Tax shall be recovered while making payment to the Contractor/s. The settlement of income tax should be made with the Income Tax authorities.

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56. Compliance with EPFS, EPS & DLIS rules

The contractor shall comply with the provisions of para 30 & 36-B of the Employees Provident Fund scheme (EPFS), 1952; para 3 & 4 of Employee's Pension Scheme (EPS), 1995; and para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952, wherever applicable and shall also indemnify the NRTI from and against any claims under the aforesaid Act and Rules.

57. PARTNERSHIP DEEDS, POWER OF ATTORNEY ETC


- (i) The tenderer/s shall clearly specify whether the tender is submitted on his behalf or on behalf of the partnership concern. If the tender is submitted on behalf of partnership concern he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concerned.

If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The NRTI will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the Contractor. The charges have been fixed at Rs.100/- payable by the tenderer at the time of submitting the power of Attorney for scrutiny and legal advice.

- (ii) If the power of attorney is not accepted, otherwise than for legal defect, the charges will be refunded. If the Power of Attorney is returned on account of legal defect for correction, separate charges of Rs.50.00 for scrutiny of corrected power of attorney will be payable by the tenderer while resubmitting power of attorney. The same charges will be recoverable for security of all documents.
- (iii) No power of attorney in favour of an individual person will be accepted if it is irrevocable.
- (iv) In case, where the power of attorney/partnership deed has not been executed in English, the true and authenticated copies of the translation, of the same by Advocate, authorized translator of courts and licensed petition writers should be supplied by the Contractor/s while tendering for the work.
- (v) The tenderer whether a sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner/ partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim or claims preferred by the firm and sign 'No Claim Certificate' and refer all or any disputes to arbitration.

Non – compliance with any one of the conditions set forth herein above is liable to result in the tender being rejected.

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VARIATION IN QUANTITIES OF ITEMS OF CONTRACT


Contracts shall be operated with overall variation of plus or minus 25 % however variation in quantities of individual items may be up to plus or minus 100 % and payment would be made as per the agreement rate for actual quantity operated.

Penalty Clause :

For non-deployment of the buses, NRTI will deploy buses at the risk of bus service provider and cost with all the relevant costs shall be recovered from the bus service provider's payments. The penalties shall be as under in respect of the defaults stipulated below-

S.No.	Reason	Penalty Amount
1	Late coming of bus	Rs. 1000/- per default per bus
2	Non-wearing of uniform/shoes	Rs. 100/- per default per person
3	Non-availability of mobile for	Rs. 100/- per default per person deployed on bus
4	Driver/Conductor/Cleaner misbehavior with NRTI students, Officials or outsiders	Rs. 500/- per default
5	Deployment of buses of lower vintage/damaged seats/windows/floors/body/safety measures other than approved in the inspection of buses before	Rs. 1000/- per bus per day.
6	Non-deployment of bus (per trip)	Rs. 3000/- per bus per trip
7	Buses not meeting with the agreed standards (lower than the seat capacity & inferior condition)	Rs. 2000/- per bus per day
8	Staff deployed not meeting with the agreed standards (Driver, Conductor, Cleaner & Supervisor without legal documents)	Rs. 1000/- per person per day.
9	Allowing unauthorized passengers to travel during the service contract period.	Rs. 1000/- per default per bus.

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10	Non-availability of Supervisor for smooth conduct of services	Rs. 100/- per day per bus
11	Violation of speed limit	Rs. 500/- per violation per bus.
12	Any other default not covered above or not specified	Rs. 1000/- per default per bus (decision of the NRTI officials will be final)
13	Repetition of default after intimation/instructions	Double the amount of penalty specified.

1. If there is a break down after the commencement of the journey then the Bidder shall provide the substitute equivalent vehicle for the same immediately. Failure to provide a substitute equivalent vehicle will be treated as full day absent and penalty of double the daily rate shall be levied.

2. In the event of the breakdown of the vehicle en-route, the responsibility of transporting the NRTI students to destination lies with the bidder, if not provided the services immediately, suitable arrangement will be made by NRTI Official for which whole cost plus the penalties as above shall be deducted from the bidder's bill.

COMPLETION PERIOD :-

The entire work shall be completed by the contractor with in a period of **Twelve Months** from the date of issue of letter of acceptance.

VALIDITY

Tenderer shall keep of the offer open for a minimum period of 90 days from the date of opening of the tender within which period, tenderer cannot withdraw his offer subject to the period being extended if required by mutual agreement from time to time.


SETTLEMENT OF DISPUTES

1. All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after the termination of contract shall be settled as under:

2. **Mutual Settlement**

All such disputes or differences shall in the first place be referred by the Agency / Manpower Service Provider to the Client in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

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3. CONCILIATION/ARBITRATION

- i) Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.
- ii) If the disputes are not settled within 90 days of its reference in writing by the Agency / Manpower Service Provider and or if the Agency / Manpower Service Provider is not satisfied with the settlement by the Client on any matter in question, disputes or differences, the Agency / Manpower Service Provider may within a period of 30 days from the date of settlement decision or failure settlement as the case may be, refer to the **Vice Chancellor** of the Client in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item-wise. Only such dispute(s), or difference(s) in respect of which the demand has been made to the Client shall be referred to Conciliator or Arbitrator, as the case may be, and other matters shall not be included in the reference.
- iii) Vice Chancellor of the Client may himself act as Sole Conciliator/Sole Arbitrator or may at his option appoint another person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, Vice Chancellor of the Client decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to the Agency / Manpower Service Provider. Such persons may be working /retired employees of NRTI who had not been connected with the work. The Agency / Manpower Service Provider shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. Vice Chancellor of the Client will appoint Sole Conciliator / Sole Arbitrator out of the names agreed by the Agency / Manpower Service Provider. The appointment of Sole Arbitrator shall be done by the Vice Chancellor of the Client as per the procedure described above.
- iv) No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of conciliation.
- v) The Conciliation and / or Arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there-under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- vi) The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.
- vii) The conciliation / arbitration proceedings shall be held at a place decided by Conciliator / Arbitrator.
- viii) The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Client and shall be shared equally between the Client and the Agency/ Manpower Service Provider.

Signature of
Quotationer/s _____


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4. AWARD TO BE BINDING ON ALL PARTIES

The award of the Sole Arbitrator shall be binding on all parties.

5. SUBSTITUTE ARBITRATORS

If for any reason an Arbitrator is unable to perform his functions, the Vice Chancellor, NRTI shall appoint a Substitute Arbitrator as mentioned above.

6. INTEREST ON AWARDED AMOUNT

Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date of the award.

7. SETTLEMENT THROUGH COURT


The Agency / Manpower Service Provider shall not approach any Court of Law for settlement of such disputes or differences unless due attempts have first been made by the parties to settle such disputes or differences through provisions of arbitration & conciliation provided in the agreement.

8. JURISDICTION OF COURTS

Vadodara/Gujarat only.

Jurisdiction of courts for dispute resolution shall be

Signature of
Quotationer/s _____


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TENDER SCHEDULE

Item No.	Description	Qty	Unit	Rate	Amount Rs.
1	Hiring of transport vehicles i.e. Two 56 seater Non AC Buses for the conveyance of NRTI students from Oakland Stay (Student Housing facility) at Ananta Astha, Beside Gayatri Temple, Waghodia Road, Pavlepur, Gujarat - 390019 to NRTI in NAIR campus, Lalbaug, Vadodara & back to Oakland Stay (Approx. 25 kms) for Four trips per day OR more as and when required including cost of Diesel, RTO Tax, Driver, Conductor & Cleaner's Salary, Insurance, Maintenance, GST and any other charges.	12	Per month	111666.00	13,99,992.00
2	Extra Trip (25 Kms)	30	Per trip	1000.00	30000.00
				Total Amount (In Figures)	14,29,992.00
	Total Amount (In Words) = Rupees Fourteen Lacs Twenty Nine Thousand Nine Hundred Ninety Two only.				

Signature of
Quotationer/s _____


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OFFER SHEET

Name of Work:- Hiring of transport vehicles i.e. Two 56 seater Non AC Buses for the conveyance of NRTI students from Oakland Stay (Student Housing facility) at Ananta Astha, Beside Gayatri Temple, Waghodia Road, Pavlepur, Gujarat -390019 to NRTI in NAIR campus, Lalbaug, Vadodara & back to Oakland Stay for 12 months.

Schedule No.	Total Cost of Schedule	Rate Quoted by the Tenderer		Amount in Rs
		In Figures	In Words	
Schedule I	14,29,992.00			
		%age Above/Below/At par*	%age Above/Below/At par*	


***Strike whichever is not applicable -**

(above/below/At par)

NOTES:-

1. If the tenderer is not clearly mentioning that the rates are % “Above, Below or At par”, then the rates shall be considered as ambiguous.
2. In case of any discrepancy in the quoted rates in between the rates quoted in words and figures, the rates quoted on lower side shall be considered.
3. Tenderer(s) is/are requested to quote rates as single percentage for the entire each schedule. If rates are quoted item-wise, in a particular schedule the offer will not be considered.
4. The rates quoted should include GST, Service tax and all other taxes. Quoted rates would be valid for twelve months from the date of acceptance of the Tender.
5. Partially filled up offers are liable to be rejected.

Signature of
Quotationer/s _____


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ANNEXURES

ANNEXURE - 1

OFFER LETTER

To,

The Vice Chancellor
Acting through Dy. Comptroller-HR
National Rail & Transportation Institute,
NAIR Campus, Lal Baug, Vadodara.

1. I/we have read the various conditions of the Tender attached hereto; and hereby agree to abide by the said conditions. I/we also agree to keep this Tender open for acceptance for a period of 90 days as specified in the tender notice from the date fixed for opening the same; and in default thereof, I/we will be liable for forfeiture of my/our "Earnest Money".

2. I/we also hereby agree to abide by the Terms & Conditions of the Contract; and to carry-out the work accordingly.

3. Rs. 28600.00/- (Twenty Eight Thousand Six Hundred Only). prescribed in the Tender Notice published is forwarded herewith as the Earnest Money. The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

I/we do not execute the contract documents within seven days after receipt of the notice issued by NRTI that such documents are ready and

I/we do not commence the work within fifteen days after receipt of the orders to that effect.

4. Until a formal agreement is prepared and executed, acceptance of this Tender shall constitute a binding contract between us subject to the modifications as may be mutually agreed to between us and indicated in the Letter of Acceptance of my/our offer for this work.


Contractor's Address:

Signature of Contractor

Date:

Signature of witness:

Signature of
Quotationer/s _____


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ANNEXURE - 2


FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY THE TENDERER ALONG WITH THE TENDER

(to be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer)**

I (Name and Designation) ** appointed as the Attorney / authorized signatory of the tenderer (including its constituents), M/s. (herein-after called the tenderer) for the purpose of the tender documents for the work of as per the Tender No. of NRTI, do hereby solemnly affirm and state on behalf of the tenderer including its constituents as under:

1. I/we, the tenderer(s), am / are signing this document after carefully reading the contents.
2. I/we, the tenderer(s), also accept all the conditions of the Tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from NRTI website www.nrti.edu.in. I/we have verified the contents of the document from the website and there is no addition, deletion or alteration to the contents of the Tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of the work or final payment of the contract, the master copy available with the NRTI Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments as proof of the qualification/requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and the same shall be binding upon me / us.
6. I/we declare that the information and documents submitted along with the Tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/fake or incorrect at any time during the process for evaluation of the Tender(s), it shall lead to forfeiture of the Tender EMD besides banning of business for Five Year on NRTI, I/we (insert name of the tenderer)** and all my / our constituents understand that my/our offer shall be summarily rejected.

Signature of
Quotationer/s _____


हुबलाल जगन / Hublal Jagan
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8. I/we also understand that if the certificates submitted by us are found to be fake/forged or incorrect at any time after the award of the Contract, it will lead to termination of the Contract along with forfeiture of the EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for Five Year with NRTI.

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER(S)

VERIFICATION

I/we, above named tenderer(s), do hereby solemnly affirm and verify that the contents of my/our above Affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT


SEAL AND SIGNATURE

OF THE TENDERER(S)

Place:

Date:

Signature of
Quotationer/s _____


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ANNEXURE - 3

PERFORMANCE BANK GUARANTEE

To,
The Deputy Comptroller, HR
National Rail and Transportation Institute
1st Floor, NAIR Campus,
Lal Baug, Vadodara - 390004, Gujarat

WHEREAS _____ [name and address of contractor or Service Provider] (hereinafter called "the Agency") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works/Contract] (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated in the said Contract that the Agency shall furnish to NRTI, a Bank Guarantee by a nationalized/recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Agency such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency, up to a total of _____ [amount of guarantee]¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we unconditionally undertake to pay you upon your first written demand and without **cavil** or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting the demand with us.


We further agree that no change or addition or other modification of the terms of the Contract or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days beyond the completion of Contract period.

Signature and Seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract price specified in the Contract and denominated in Indian Rupees.

Signature of
Quotationer/s _____


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ANNEXURE - 4


PROFORMA – I

1	Full name of Contractor(s)/Construction Firm and year of its establishment.	
2	Registered Head Office Address	
3	Branch Office in India	
4	Constitution of Firm- give full details including name of Partners/Executive/s Power of Attorney Holders etc.	
5	Particulars of registration with Government, Semi-Govt. Organization, Public Sector Undertaking and local bodies etc.	

Note: The information furnished above shall be supported by authentic documents including registration number of the Firm. Copies of documents submitted shall be duly attested by a Gazetted Officer.

Signature of the Contractor(s)

Signature of
Quotationer/s _____


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ANNEXURE - 5

PROFORMA – II


Details of Works of Desired Similar Nature Carried-Out (Earlier)

Sl. No.	Name of the work Organization for which the work was done	Place	Tendered Cost	Time taken for completion of the work		Principal features of the work in brief	If performance issued certificate by the concerned Govt. Body / Public Sector/ Private Organization
				As stipulated in the Contract	Actual time taken		

Note:

- 1. The tenderer(s) must attach performance certificate issued by the organization for which the work was carried out.*
- 2. The information furnished above shall be supported by authentic documents. The copies of the documents submitted should be duly attested by a gazetted officer.*

Signature of
Quotationer/s _____


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ANNEXURE - 6

PROFORMA – III


Details of Works Under Execution or Tendered for

Sr. No.	Name of work Organization for which work done/ tendered	Place	Tendered cost	Work in Progress		Work Tendered for			Remarks
				Date of Commencement	Expected Date of Completion	Etd. cost	Date when decision is expected	Stipulated Date or Period of Completion	

Note: The information furnished above shall be supported by authentic documents. The copies of documents submitted should be duly attested by gazetted officer.

End of the Tender Document.

Signature of
Quotationer/s _____


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