



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

Tender No.: NRTI/EFRD-PRJCT001/2021/QUO-003

TENDER DOCUMENT

For

**Supply and installation
of**

**Mixed plastic waste pre-processing machinery: shredding, aglow, dust
cleaner, and dryer**

Approximate Cost of the Work	:	Rs 15,00,000/-
Earnest Money	:	Rs 60,000/-
Cost of Tender Document	:	Rs 300/-
Last Date & Time for submission of Tender	:	26th July 2021; 11.00 hrs.
Date & Time of Opening of Tender	:	29th July 2021; 11.00 hrs.

ADDRESS

NATIONAL RAIL AND TRANSPORTATION INSTITUTE
1st Floor, NAIR Campus, Lal Baug, Vadodara, Gujarat - 390004

Dated Signature of the Supplier

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Dy. Comptroller/NRTI
हुबलाल जगन / Hublal Jagan
उप नियंत्रक/मा.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/EFRD-PRJCT001/2021/QUO-003
Name of item	Supply and installation of Mixed plastic waste pre-processing machinery: shredding, aglow, dust cleaner, and dryer
Approximate cost of item	Rs. 15,00,000/- (Fifteen Lakh rupees Only).
Type of Tender	Open Tender
Cost of Tender Document	Rs. 300/- (Three Hundred only)
Earnest Money to be Deposited	Rs. 60,000/- (Sixty Thousand Only)
Warranty/ Defect liability period (DLP)	12 months from the completion of installation of the machinery
AMC Period	24 months (2 Yrs.) from date of completion of warranty/ DLP
Website particulars	Tender Document can be downloaded from Website: https://nrti.edu.in
Last Date & Time for Submission of Tender	26th July 2021; 11.00 hrs.
Place for Submission of Tender Documents	NATIONAL RAIL AND TRANSPORTATION INSTITUTE, 1 st Floor, NAIR Campus, Lal Baug, Vadodara - 390004, Gujarat
Date & Time for opening of Tender	29th July 2021; 11.00 hrs.
Validity of Offer	90 days from the date of opening of Tender.
Note: In case of any clarification, the Bidders may contact Principal Investigator (R&D Project), NRTI at the above office during the working hours on Telephone No. 0265-2648315	

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Instructions to Tenderers

1. Before submitting the offer, please read the instructions for Tenderers carefully.
2. Your signature on the Tender form will be considered as your confirmation that you have read and accepted all the conditions mentioned in the Document as well as Schedule of the Tender.
3. The prospective tenderers are advised to visit the website <http://nrti.edu.in> frequently before the date of closing of tender to note any changes/corrigendum issued for this tender.
4. Tender to be signed by authorized person:
 - (a) If the tender is submitted on behalf of a partnership concern/company, he/they should submit the certified copy of the partnership deed and authorization to sign the tender on behalf of partnership firm/company. 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 an agent or individual partner(s) they should submit along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor 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) NRTI will not be bound by any Power of Attorney granted by the tenderer or by the 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 its satisfaction, the cost of which will be chargeable to the Supplier.
5. The tender should be accompanied by a tender fee of Rs. 300/- (Three Hundred only) and an Earnest Money Deposit (EMD) of Rs. 60,000/- Sixty Thousand Only) in the form of Demand Drafts drawn separately, in favor of NATIONAL RAIL AND

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TRANSPORTATION INSTITUTE. The EMD shall be valid for a period of 45 days beyond the validity of offer i.e. 135 days.

6. The cost of the tender document shall not be clubbed with the Earnest Money Deposit and has to be paid separately.
7. All the relevant documents shall be attached along with tender form as per terms and condition of tender.
8. The Tenderer/s must satisfy the following mandatory requirements failing which their offers shall be summarily rejected without any communication/correspondence. Hence, the tenderers are advised to ensure that the tender documents are submitted duly signed on all the pages.
 - a) The requisite Tender Document Fee
 - b) Earnest Money Deposit (EMD) in prescribed and acceptable form.
 - c) Scanned copies of documents in support of technical and financial eligibility criteria.
 - d) 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.
 - e) Attested copy of power of attorney on non-judicial stamp paper of appropriate value of the signatory of the bid on behalf of the tenderer.
 - f) Offer Letter as per Annexure -1.
 - g) Affidavit as per Annexure -2.
 - h) Attested copy of Goods and Service Tax registration (as applicable) & PAN card.
 - i) Last three financial years' and current financial year's audited Balance Sheet duly certified by Chartered Accountant for eligibility criteria which should be 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) The agency must not have been debarred / blacklisted by any Govt. Sector/PSUs/Bilateral and Multilateral agency. The tenderer should submit Affidavit by the Notary for the same along with the tender.**
 - m) Complete documentary evidence should be submitted by Supplier.

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

9. NRTI reserve the right to reject any or all tenders without assigning any reason whatsoever.
10. 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.
11. Every Tenderer shall state the company/organization postal address fully and clearly in the Tender. 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.
12. It is responsibility of the tenderer to check any correction or any modification published subsequently on the website and the same shall be taken into account while submitting the tender.
13. Each the page of tender document and corrigendum (if any) is required to be signed by person/ persons submitting the tender as a confirmation of his 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.
14. Tenderer (s) are free to download the tender document at his/their own risk and cost for the purpose of perusal as well as for using the same as tender document for submitting the bid. However, the document fee of **Rs. 300/- has to be paid** to NRTI even if the Tender document has been downloaded from the website. Master copy of the tender document is available in the office of the **Principal Investigator (R&D Project)**, National Rail and Transportation Institute, NAIR Campus, Lal Baug, Vadodara.

After award of the work, an Agreement will be prepared based on the master copy of the tender document available at the above-mentioned office. In case, any

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discrepancy between the tender documents downloaded from the website and the master copy, the latter shall prevail and will be binding on the tenderer(s). No claim, on this account, will be entertained.

15. If any change/addition/deletion is made by the Tenderer 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.
16. **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 **Principal Investigator (R&D Project)**, NRTI without delay and the same shall be dealt as per NRTI's requirement and advantage only.
17. **Rate Sheet:** Tenderers are advised to quote their rates in the rate sheet given on last page of the tender document as percentage above OR below OR at par.
18. **Validity of Offer:** The tenderer shall keep their offer open for a minimum period of 90 days or more beyond the date of opening of the tender. The duration of period for which the tender offer remains open must be clearly mentioned.

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

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CHECKLIST FOR SUBMISSION OF BID

Sl. No.	Particulars	Complied Yes or No	Details of Supporting document
1	Tender Document Fee & requisite Earnest Money Deposit in prescribed form with bank details 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/ Technical Eligibility Criteria		
6	Attested copy of Goods and Service Tax registration (as applicable) & PAN Card.		
7	Rates have been filled-in at the offer sheet in words as well as in figures.		
8	Affidavit & other details as per Performa given at Annexure 1, 2 & 3		

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Minimum Eligibility Criteria

Only such Tenderer(s) need to apply who fulfill the following minimum eligibility criteria:

1	Should have supplied* at least one similar kind of item/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 on or before opening of the tender.
3	Total Supplied amount received during the last three years and in the 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.

Note:

1. ***supplied item** includes on-going work/supply subject to payment of bills amounting to at least 35% of the advertised value of the tender.
2. ****The similar nature of item/work** means that the item of “**machinery for treating plastic waste like aglow, grinding, shredder, dust cleaner**”
3. Documentary proof should be submitted for the above Minimum Eligibility Criteria along with the tender.

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Technical Eligibility Criteria

1. Supplier should have supplied similar kind of machinery like shredding, aglow, dust cleaner, dryer supply, installation services in some Govt. / Private reputable organization in past 3 years.
2. Supplier should provide service and maintenance of the equipment at the site of NRTI, Vadodara.
3. Vendor must supply all the machinery (Shredding, Aglow, Dust cleaner and dryer machines) in a single lot.


Necessary documents should be submitted in support of eligibility criteria. Proof for the supply and installation of similar kind of machinery to any PSU/Central/State Government organizations shall be considered for this work.

General Conditions of Contract

1. Supplier should price all components, including transportation (Door to Door), labor charges, installation, etc. including taxes and no extra payment will be given on of the services.
2. For all the losses for pilferage of Bidder's equipment's, NRTI will not be responsible in any manner.
3. The supplier should bear the expenses incurred for any damage/spoil during transportation and installation.
4. Bidders shall not take any advantage of misinterpretation of the conditions due to typing or any other errors. Any doubt, if aroused, the same shall be brought to the notice of Principal Investigator (R & D Project) NRTI without delay.
5. NRTI reserves the right to terminate the Supplier without assigning any reason at any time after giving notice; and no claim made by supplier due to early termination of supply will be entertained.
6. **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.

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7. Bid Security - Earnest Money Deposit (EMD)

The tenderer shall deposit Rs. 60,000/- (Sixty Thousand only) as Earnest Money Deposit in the form of Demand draft drawn in favor of NATIONAL RAIL AND TRANSPORTATION INSTITUTE. If Tenderer doesn't enclose the requisite EMD, as mentioned above, along with tender offer; his/their offer will be summarily rejected.

However MSMEs registered with District Industries Centers, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial policy & Promotion shall be exempted from payment of Tender Document Fee as well as EMD (Earnest Money Deposit). Photocopy/ Xerox copy of their evidence to this effect must be enclosed.


1. If tender is accepted, the EMD will be retained as part of security for the due and faithful fulfillment of the contract. The earnest money of the other tenderer(s) shall be returned to them except in the following case:
 - (i) If the tenderer withdraws his offer within the validity period of his offer or fails to undertake the contract after acceptance of his tender, the full amount of EMD shall be forfeited.
2. The EMD should be in the form of Demand draft drawn in favor of **NATIONAL RAIL AND TRANSPORTATION INSTITUTE Vadodara.**

8. Performance Security

- (a) The EMD amount deposited by the Supplier will be returned by NRTI on submission of Security Deposit. The successful tenderer has to submit the Security Deposit amount by DD in the name of NRTI within 15 days from the date of receipt of the LoA.
- (b) Unless otherwise specified in the special condition if any, the security deposit / rate of recovery/mode of recovery shall be as under:
 - (i) Security deposit can be in the form of DD or Performance Bank Guarantee on a scheduled nationalized bank. No other mode of security deposit (such as in the form of instruments like F.D. etc.) shall be accepted. The same should be valid for 60 days beyond the date of completion of all contract obligations.

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- (c) Security deposit shall be returned to the Supplier after the defect liability/ Warranty period, on receipt of No Claim Certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the Supply obligations have been fulfilled by the Supplier and that there is no dues from the Supplier to NRTI against the Supply concerned. Before releasing the Security Deposit, an unconditional and unequivocal "No Claim Certificate" should be obtained from the Supplier".

Note: No interest will be payable on the Earnest Money Deposit or Security Deposit or any other amount payable to the Supplier under the Supply.

The procedure for submitted the Performance Guarantee is outlined below:

1. The successful bidder shall have to submit a Performance Guarantee within 15 (fifteen) days from the date of issue of the Letter of Acceptance (LOA). Extension of time for submission of the PG beyond 30 (thirty) days and up to 60 days may be given by the Authority who is competent to sign the Supply agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day onward. In case, the Supplier fails to submit the requisite PG even after 60 days from the date of LOA, a notice shall be served to deposit the PG immediately (however not exceeding 90 days from the date of LOA). If the Supplier fails to submit the requisite PG even after 90 days from the date of LOA, the Supply shall be terminated duly forfeiting the EMD and other dues, if any, payable against that Supply. The failed Supplier shall be debarred from participating in the re-tendering process for that work.
2. The successful bidder shall submit the PG in any of the following forms amounting to 10% of the Supply value:
 - (i) A deposit of cash;
 - (ii) Demand draft
 - (iii) Irrevocable Bank Guarantee;
3. The PG shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued but before signing of the Supply agreement. This PG shall initially be valid up to the stipulated date of completion work plus 60 days beyond that. In case, the time for completion of work gets extended, the Supplier shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.

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4. The value of PG to be submitted by the Supplier will not change for variation up to 25% (either increase or decrease). In case during the course of execution of the work, the value of the Supply increases by more than 25% (of the original Supply value), an additional PG amounting to 5% (five percent) for the excess value over the original Supply value shall be deposited by the Supplier.
5. The PG shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Supplier has satisfactorily completed the work in all respects. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bills based on 'No Claim Certificate' from the Supplier.
6. Whenever the Supply is rescinded, the Security Deposit shall be forfeited and the PBG shall be encashed. The balance work shall get done by NRTI independently without risk & cost of the failed Supplier. The failed Supplier shall be debarred from participating in the tender for executing the balance work. If the failed Supplier 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. NRTI shall not make a claim under the PBG except for amounts to which the NRTI is entitled under the Supply (not withstanding and/or without prejudice to any other provisions in the Supply agreement) in the event of
 - i. Failure of the Supplier to extend the validity of the PG as described herein above, in which event NRTI may claim the full amount of the SD/PBG.
 - ii. Failure of the Supplier to pay any amount due, either as agreed by him or determined under any of the Clauses/Conditions of the Agreement within 30 days of the service of notice to this effect by NRTI.
 - iii. The Supply being terminated or rescinded due to the Supplier's fault, the PG shall be forfeited in full and shall be absolutely at the disposal of NRTI

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Section-I

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1	Mode of Procurement	Through Open Advertisement. This is a Rate Supply Tender, the rate of which will be valid for a period of 90 days from the date of finalization of rate Supply. However, the approx. quantity requirement is mentioned in the Schedule of Requirement -Section IV.																	
2	Purchaser	NATIONAL RAIL AND TRANSPORTATION INSTITUTE.																	
	Consignee address	Dr. V Chintala, Solid Waste Treatment Plant, Near water tank, platform no. 7, Vadodara Railway Station, Vadodara, Gujarat.																	
	Delivery Period	Within 30 days from issue of the purchase order																	
	Mode of Delivery	By Road																	
	Guarantee	One year warranty / Defect Liability Period on the supplied items.																	
	Tender Document Cost	Rs.300/-																	
	Earnest Money Deposit (EMD) (The approx. no. of equipment is mentioned in the Schedule of requirement - Section III)	<table border="1"><thead><tr><th>Sl.No</th><th>Description</th><th>QTY</th><th>EMD</th></tr></thead><tbody><tr><td>1</td><td>Shredding Machine</td><td>1</td><td rowspan="4">60,000/-</td></tr><tr><td>2</td><td>Aglow Machine</td><td>2</td></tr><tr><td>3</td><td>Dust cleaning machine</td><td>1</td></tr><tr><td>4</td><td>Plastic Dryer Machine</td><td>1</td></tr></tbody></table> <p>Note: The bidder may quote for the complete (quantity as above) equipment by Submitting the required EMD for that EIF (Equipment, Instrument & Furniture) & Lab items (equipment). The Earnest Money Deposit will be paid in the form of demand draft.</p>	Sl.No	Description	QTY	EMD	1	Shredding Machine	1	60,000/-	2	Aglow Machine	2	3	Dust cleaning machine	1	4	Plastic Dryer Machine	1
Sl.No	Description	QTY	EMD																
1	Shredding Machine	1	60,000/-																
2	Aglow Machine	2																	
3	Dust cleaning machine	1																	
4	Plastic Dryer Machine	1																	
	Performance Security	The selected firm should submit the performance security in shape of Bank Draft/Bank Guarantee, equal to the amount of 10% of the purchase order value (excluding GST & CMC cost) of the items within 21 days of issue of the purchase order & the same will be returned within 60 days of completion of warranty period.																	
	Pre-qualification (Eligibility Criteria)	Detailed eligibility criteria is mentioned at Section -III																	

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Section-II

Schedule of Requirement and Technical Specification

Bids are invited for supply and installation of "Mixed plastic waste pre-processing machinery: Shredding, Aglow, Dust cleaner, and Dryer". The detailed technical specifications of the machines are given below;

	Description	Technical Specifications		Qty. (Nos.)
	Mixed plastic waste pre-processing machinery	Shredding Machine	Capacity	150-200 Kg/hr
No. of Blades			≥4 fixed & 3 Rotary	
Blade size			≥ 18"x6"	
Motor Capacity			≥15 HP	
Applicability			All mixed plastic waste	
Automation			Semi or Fully	
Aglow Machine		Capacity	100-150 Kg/hr	2
		No. of Blades	≥ 4 Fixed & 4 Rotary	
		Drum Diameter	≥26" (Approx.)	
		Drum Height	≥30" (Approx.)	
		Motor Capacity	≥30 HP	
		Applicability	All mixed plastic waste	
Dust cleaning machine		Capacity	200-250 Kg/hr	1
		Rotor	≥14"Dia & 6 Feet Length	
		Overall size	≥74"x55"x36" (Approx.)	
		Motor Capacity	≥10 Hp	
		Applicability	All mixed plastic waste	
		Automation	Semi or Fully	
Plastic Dryer Machine		Capacity	300-400 Kg/hr	1
		Drum Diameter	≥16" (Approx.)	
		Drum Length	≥5.5 feet (Approx.)	
		Motor Capacity	≥10 Hp	
		Applicability	All mixed plastic waste	
		Automation	Semi or Fully	

Dated Signature of the Supplier

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



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SECTION -III

TERMS AND CONDITIONS FOR SUPPLY & INSTALLATION OF EQUIPMENTS

1. Sealed tenders will be received till 26th July 2021, Time: 11.00 AM in a sealed envelope and addressed to **Deputy Comptroller, National Rail & Transportation Institute, Vadodara**. Any tender received after the due date & time will be rejected / returned to the sender unopened. The tenders will be received through Regd. Post/Courier services / Speed Post.
2. Pre-bid conference shall be held in the office chamber of **Dy. Comptroller, NATIONAL RAIL AND TRANSPORTATION INSTITUTE** at PI's office on 28th July 2021. The prospective bidders may attend and clarify any doubts on the terms & conditions and technical specification of the bid document.
3. Bidder(s) are to submit their tenders in separate sealed envelopes for technical bid and financial bid by super scribing Cover "A" (Technical Bid) & Cover "B" financial Bid) and both the sealed covers should be put into a third outer Cover, which should be super scribed as "Tender for supply & installation of EIF & Other Items" & Tender Reference No. _____.
4. The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened at the office of the Deputy Comptroller at 11.30 AM on 29th July 2021. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they,so like.
5. **COMPREHENSIVE WARRANTY & AMC:**
 - Warranty of the machinery: Minimum of 1 yr.
 - AMC required for the machinery: 2 Yrs. (from date of completion of warranty/ DLP) (Cost of AMC may be indicated separately).
 - The original copy of warranty documents shall be submitted to the purchaser at the time of installation.
 - Warranty applicable for items as listed in schedule of requirement (Section -II).

The warranty shall cover all the parts of the machine or item and any replacement or repair required within the warranty period and will be provided by the supplier free of

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cost at the destination point (installation point). The supplier shall take back the replaced parts / goods at the time of their replacement. No claim whatsoever shall be on the purchaser for the replaced parts / goods thereafter. No traveling allowances or transportation cost will be paid by the purchaser during the warranty period.

The Supplier shall warranty that the Goods supplied under this Supply are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials. The Supplier shall further warranty that all Goods supplied under this Supply shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the place of final destination.

All the warranty certificates must be handed over to the consignee after installation.

6. **Civil works including foundation, electrical fittings, and other necessary works will come under the scope of Supplier.**

7. **TRAINING & OPERATIONAL MANUAL:**

The firm / supplier will provide hands on training to 3 NRTI Employees free of cost, for operating / handling the EIF & Other Items(s) at the time of installation of equipment.

The supplier / firm will provide the operation / maintenance manuals of all equipment's to the purchaser at the time of installation.

8. **Method & Terms of Payment**

No advance payment will be made by NRTI.


All payment shall be made on the certification of the Registrar, National Rail & Transport Institute, Vadodara or his authorized representative.

After preliminary scrutiny and certification by NRTI, the payment of the certified amount shall be made as early as possible (by NRTI) but not later than 1 month. The amount shall account for all deductions including statutory deductions & recoveries for penalties, if any, due from the Agency.

The payment to the Agency shall, thus, be made after deducting the applicable TDS (Tax Deduction at Source).

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VALIDITY

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

SETTLEMENT OF DISPUTES

All the disputes or differences of any kind whatsoever that may arise in connection with the supply, installation and commissioning / warranty / AMC or subject matter thereof, whether during the currency of the Supply or after the completion or whether before or after the termination of Supply shall be settled as under:

1. Mutual Settlement

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

(a) Conciliation/Arbitration

(i) Conciliation/Arbitration of disputes 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 and differences are not settled within 90 days of its reference or if the Agency/Service Provider is not satisfied with the settlement by the Client on any matter in question, the Agency/Service Provider may, within a period of 30 days from the date of settlement decision or failure of settlement as the case may be, refer the same to the **Vice Chancellor of NRTI** 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 a Conciliator or Arbitrator, as the case may be, and other matters shall not be included in the reference.

(iii) The Vice Chancellor, NRTI may himself/herself act as a Sole Conciliator/Sole Arbitrator or may at his/her option, appoint another person as the Sole Conciliator

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or Arbitrator, as the case may be. In case, the Vice Chancellor of NRTI decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to the Agency/Service Provider. Such persons may be working /retired employees of NRTI who had not been connected with the work. The Agency/Service Provider shall suggest minimum two names out of this panel for appointment of Sole Conciliator / Sole Arbitrator. The Vice Chancellor, NRTI will appoint the Sole Conciliator/ Arbitrator out of the names agreed to by the Agency/Service Provider. The appointment of the Sole Arbitrator shall be done by the Vice Chancellor, NRTI as per the procedure described above.

(iv) No disputes or differences shall be referred for 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 English and the award shall be made in English (in writing).

(vii) The conciliation/arbitration proceedings shall be held at a place decided by the Conciliator/Arbitrator.

(viii) The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by NRTI and shall be shared equally between NRTI and the Agency/Service Provider.

2. Award to be binding on both the parties

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

3. 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.

4. Interest on the Awarded Amount

Where the arbitral award is for payment of money, no interest shall be payable on

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the whole or any part of the money for any period till the date of the award.

5. **Settlement through Court**

The Agency/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.

6. **Jurisdiction of Courts:** Jurisdiction of the courts for dispute resolution shall be Vadodara, Gujarat only.

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Tender No.: NRTI/EFRD-PRJCT001/2021/QUO-003

Financial Bid						
Item No.	Description	Qty. (Nos.)	Cost of item, INR (A)	Tax, INR (B)	Transportation +Insurance +Installation charges including foundation, electrical connections + AMC etc., INR (C)	Total cost of item (A+B+C)
NS/1	Shredding Machine	1				
NS/2	Aglow Machine	2				
NS/3	Dust cleaning machine	1				
NS/4	Plastic Dryer Machine	1				
Total Schedule (A)						

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Important Notes

1. Details of pricing to be indicated in detail, in the table given above.
2. In case the successful tenderer is not registered under the CGST/SGST/IGST/UTGST Act, NRTI shall deduct the applicable GST from his/her/their bills under reverse charge mechanism (RCM) and deposit the same to concerned tax authorities.
3. Rates quoted above should have all components, including transportation (Door to Door), labor charges, etc. and no extra payment will be given on any of the services
4. The vendor should bear the expenses incurred for any damage/spoil during transit/installation of the item.
5. No price escalation will be acceptable.
6. AMC charges will be payable half-yearly, after the half-year service / maintenance support.
7. Supplier shall read carefully all specifications.
8. **Civil works including foundation, electrical fittings, and other necessary works shall come under the scope of Supplier.**

Dated Signature of the Supplier

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Dy. Comptroller/NRTI
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Annexure – 1
OFFER LETTER

To,
The Dy. Comptroller,
National Rail & Transportation Institute,
NAIR Campus, Lal Baug, Vadodara.

1. I/we have read the various conditions of the Tender attached here to; 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 of 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 Supply; and to carry-out the work accordingly.
3. Rs. 60,000/- (Sixty Thousand Only). Prescribed in the Tender Notice is forwarded herewith towards the Earnest Money Deposit. 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) I/we do not execute the Supply documents within seven days of receipt of notice issued by NRTI, and
 - (ii) I/we do not commence the work within fifteen days of receipt of the orders to that effect.
4. I/we am/are a Micro and small Enterprise registered from.....(body approved by Ministry of MSME) with registration No. and terminal validity up to..... for similar service Supply.
5. Further, until a formal agreement is prepared and executed, acceptance of this Tender shall constitute a binding Supply between us subject to the modifications as may be mutually agreed to by both the parties and indicated in the Letter of Acceptance of my/our offer for this work.

Supplier's Address:

Signature of Supplier
Date:

Signature of witness

Dated Signature of the Supplier

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हुबलाल जगन / H.R. Jagan
उप नियंत्रक/मा.सं. / Deputy Comptroller/ H.R.
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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/purchased the document from NRTI Office. 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. during evaluation of tenders, execution of the work or final payment of the Supply, the **master copy** available with the NRTI 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.

Dated Signature of the Supplier

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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 stage i.e. during evaluation of tenders, execution of the work, it shall lead to termination of the Supply and forfeiture of the Earnest Money Deposit & Performance Guarantee besides any other action including banning of business for Five Years with NRTI and I/we (insert name of the tenderer)**
..... And all my / our constituents understand that my/our offer shall be summarily rejected.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER(S)

VERIFICATION

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

DEPONENT


SEAL AND SIGNATURE
OF THE TENDERER(S)

Place:

Date:

Dated Signature of the Supplier

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Dy. Comptroller/NRTI
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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 Supplier or Service Provider] (hereinafter called "the Agency") has undertaken in pursuance of Supply No. _____ dated _____ to execute _____ [name of Supply and brief description of Works/Supply] (hereinafter called "the Supply");

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

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, for and up to a total amount of _____ [amount of guarantee]* _____ [in words], such amount being payable in the types and proportions of currencies in which the Supply Price is payable. 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]* 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 Supply or of any of the Supply 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 for and until 60 days beyond the completion of Supply period.

Dated Signature of the Supplier

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Signature and Seal of the Guarantor _____

Name of Bank

Address

Date

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

End of the Tender Document.

Dated Signature of the Supplier

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