



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

TENDER DOCUMENT

Tender No. - NRTI/2021/03

Name of Work - : Annual Service Contracts for Providing Catering Services in NRTI Students' Mess including procurement of Raw materials by the contractor.

Approximate Cost of the Work	:	Rs 91980000/-
Earnest Money	:	Rs 609900/-
Cost of Tender Document	:	Rs 1000/-
Last Date & Time for submission of Tender	:	01.11.2021 – 15.00 hrs.
Date & Time of Opening of Tender	:	01.11.2021- 15.30 hrs.
Contract Period	:	24 months

ADDRESS

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

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

INDEX

Sl. No.	Items	Page Numbers	
		From	To
	Cover Page	1	1
	Tender Notice	3	3
	Instructions to Tenderer	4	8
	Check List for submission of bid.	8	8
	Minimum Eligibility Criteria	9	9
	Technical Eligibility Criteria	10	10
	General Condition of Contract	10	14
	EARNEST MONEY	12	13
	PERFORMANCE BANK GUARANTEE	13	14
	Scope of Work, Special Conditions and Penalty Clause	14	25
	Method & Terms of Payment	26	26
	Contract Period	26	26
	Validity of offer	26	26
	Settlement of Disputes	27	29
	Tender Schedule	30	30
	Offer sheet	31	32
	Annexure 1 to 3	33	37

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

TENDER NOTICE

TENDER No	NRTI/2021/03
Name of Work	Annual Service Contracts for Providing Catering Services in NRTI Students' Mess including procurement of Raw materials by the contractor.
Approximate cost work	Rs 91980000/- (Nine Crore Nineteen Lac Eighty Thousand Only).
Type of Tender	Open Tender
Cost of Tender Document	Rs. 1,000/- (One Thousand only)
Earnest Money to be Deposited	Rs 609900/- (Six Lac Nine Thousand Nine Hundred Only).
Contract Period	24 months from date of actual commencement of services.
Web site particulars	Tender Document can be down loaded from Website: https://nrti.edu.in
Last Date & Time for Submission of Tender	01.11.2021 - 15.00 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	01.11.2021 - 15.30 hrs.
Validity of Offer	90 days from the date of opening of Tender.
Note: In case of any clarification, the Bidders may contact Dy. CE (I & S), NRTI at the above office during the working hours on Telephone No. 0265-2648301	

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

Instruction for 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 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 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) 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 contractor.
5. The tender should be accompanied by a tender fee of Rs. 1000(One Thousand Only) and an Earnest Money Deposit (EMD) of Rs 609900/- (*Six Lac Nine Thousand Nine Hundred Only*). in the form of Demand Draft drawn in favour of NATIONAL RAIL

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

AND 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 & Earnest Money Deposit (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 the 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) 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.
 - i) Copies of the work completion certificates duly attested from the clients for having completed works of similar nature.
 - j) Sub-let work experience certificate shall not be considered.
 - k) The agency must not have been debarred / blacklisted by any Govt. Sector/PSUs/Bilateral and Multilateral agency. The tenderer should submit Notarized Affidavit for the same along with the tender.**
 - l) Complete documentary evidence should be submitted by Contractor.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

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 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.
12. It is responsibility of the tenderer to check any correction or any modifications published subsequently on the website and the same shall be taken into account while submitting the tender.
13. Each of the page of tender documents and corrigendum (if any) is required to be signed by person/ persons submitting the tender as a confirmation 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.
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. 1000/- 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 Deputy Chief Engineer (I &S), 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 discrepancy between the tender documents downloaded from the website and the

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

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 Deputy Chief Engineer (I &S), 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 from the date of opening of the tender. The duration of period for which the tender offer remains open must be clearly mentioned.
19. The tenderer in his own interest should inspect the site of the proposed work before quoting his rates.

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

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

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	Tender Document with 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	Affidavit by Notary for not having been debarred / blacklisted- by any Govt./PSUs/Bilateral and Multilateral agency.		
8	Rates have been filled-in at the offer sheet in words as well as in figures.		
9	Affidavit & other details as per Performa given at Annexure 1,2 &3		

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

Minimum Eligibility Criteria

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

1	Should have completed* at least one single work of similar nature** 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 contract 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 minimum of 150 % of advertised tender value.

Note:

1. ***the 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 “Catering services similar to the scope of the work in the tender”**
3. Documentary proof should be submitted for the above Minimum Eligibility Criteria along with the tender.
4. Work experience certificate from private individual shall not be accepted. Certificate from Govt. /PSU Organization, Public listed Company/Private Company/Trust having annual turnover of Rs. 500 Crores and above will be accepted.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

Technical Eligibility Criteria

1. Contractor should have completed at least one similar work of catering services in some Govt. / Private reputable organization in past 3 years.
2. Contactor should have local office in Vadodara, and have adequate staff to depute alternatively in case of unavailability of staff engaged for the purpose.

Necessary documents should be submitted in support of eligibility criteria. Credentials of housekeeping of reputed hotels, company guest houses & PSU/Central/State Government organizations shall be considered for this work.

General Condition of Contract

1. All labour Acts and laws shall be strictly followed by the contractor and he should indemnify NRTI from all claims, losses, etc, arising out of same. The cost, incurred by NRTI in this connection will become recoverable from the Bidder. There shall be no claim against the NRTI on account of compliance of the provisions in the following acts:
 - a) Payment of wages Act.
 - b) Minimum Wages Act.
 - c) Labour Regulation Act
 - d) Other relevant laws and Act of Central & State Govt.
2. While on duty, the staff should always be neatly dressed in uniform and wear badges clearly displaying details like the employer company's logo, employee's full name, their address etc.
3. The supervisor and staff employed by the contractor shall abide by the instructions of the NRTI or his representatives regarding up-keeping of the hostels, NRTI Mess & Academic & Administrative building of NRTI and would provide the services as laid down in the Tender documents. They shall not smoke or use intoxicants while on duty and engage in immoral or illegal activities in NRTI. The Bidder shall remove or replace any supervisor or staff found unsuitable for the work in the opinion of NRTI which shall be final and binding upon the Bidder. This should be done within 24 hours from the date & time of the notice given by NRTI. They shall not be redeployed in NRTI without written permission of NRTI.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

4. Staff/Supervisor engaged for NRTI should not have criminal background. Police verification report is necessary at the time of engagement of these staff, antecedent particulars and address of Bidder's labour has to be maintained by the Bidder duly verified by him and should be made available to NRTI.
5. Serving alcoholic drinks and immoral trafficking inside NRTI premises is strictly prohibited and if any incidence is noticed, NRTI can impose suitable penalty and will be free to terminate the contract with immediate effect without any notice for the same. Bidder will be responsible for all such activities inside NRTI premises and will have to face prosecution and indemnify NRTI from all actions and claims arising out of the same.
6. Bidder will be responsible for the thefts and loss of NRTI property in the deployed areas. He shall indemnify the NRTI from all claims. Recovery will be made from the Bidder for all losses incurred by the NRTI.
7. For all the losses for pilferage of Bidder's equipments, NRTI will not be responsible in any manner.
8. No member of the deployed staff will be allowed to stay in NRTI.
9. The NRTI will be at liberty to deploy NRTI staff or any agency for carrying-out any work not done properly by the Bidder and expenditure incurred by NRTI in this connection will be recovered from the Bidder.
10. A complaint register shall be maintained and made available to the NRTI. Any complaint of the NRTI shall be got recorded and signed by Officials of NRTI and Bidder shall give his compliance for the recorded complaint and signed by them which will be verified by the NRTI representative. Similarly, a suggestion book shall be made available to Warden Incharge.
11. The Bidder and his representative should take care of safety of deployed staff and NRTI property / staff and cost of damages as ascertained by NRTI will become recoverable from the Bidder.
12. Bidder shall submit medical fitness certificate for his deployed supervisor and staff from registered medical practitioner. The Supervisors and staff suffering from any kind of disease sickness shall not be deployed on duty.
13. The Bidder shall in no case sublet / sub contract the housekeeping/catering services.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

14. Bidders shall not take any advantage of mis-interpretation of the conditions due to typing or any other errors. In case of any doubt, the same shall be brought to the notice of Dy. Chief Engineer (I &S) NRTI without delay for clarification.
15. NRTI reserves the right to terminate the contract without assigning any reason at any time after giving one week's notice; and no claim made by contractor due to early termination of contract will be entertained.
16. **VARIATION CLAUSE:** -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 work executed.

17. 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.

18. Earnest Money Deposit (EMD)

The tenderer shall deposit Rs 609900/- (Six Lac Nine Thousand Nine Hundred Only).as Earnest Money Deposit in the form of Demand draft drawn in favour 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 MSEs registered with District Industries Centres, 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 of the successful tender will be returned after receipt of Performance Bank Guarantee (PBG)

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

2. The earnest money of the other tenderer(s) shall be returned to them except 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.
3. The EMD should be in the form of **Demand draft** drawn in favour of **NATIONAL RAIL AND TRANSPORTATION INSTITUTE**.

19. Performance Bank Guarantee (PBG)

The successful bidder shall submit the PBG amounting to 5% of the contract value. The procedure for submission of Performance Guarantee is outlined below:

1. The successful bidder shall have to submit a Performance Guarantee after issue of the Letter of Acceptance (LOA).
2. PBG may be in the form of Demand Draft or Bank Guarantee from a scheduled bank in an acceptable form safeguarding NRTI's interest in all respects.
3. Performance Bank Guarantee (PBG) shall be in favour of NATIONAL RAIL AND TRANSPORTATION INSTITUTE.
4. The PG shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued but before signing of the contract agreement. This PG shall initially be valid upto the stipulated date of completion work plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.
5. 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 of the work, the value of the contract increases by more than 25% (of the original contract value), an additional PG amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
6. The PG shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor 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 contractor.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

7. Whenever the contract is rescinded, the PBG shall be forfeited. The balance work shall get done by NRTI 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.
8. NRTI shall not make a claim under the PG except for amounts to which the NRTI is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of
 - i. Failure of the contractor to extend the validity of the PG as described herein above, in which event NRTI may claim the full amount of the PG.
 - ii. Failure of the contractor 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 Contract being terminated or rescinded due to the Contractor's fault, the PG shall be forfeited in full and shall be absolutely at the disposal of NRTI

Scope of Work for Catering Services

Providing Catering Services in NRTI Students' Mess including procurement of Raw materials by the contractor.

- 1.1 The Tender is invited for the purpose of providing catering services to 900 students of NRTI staying at the NRTI campus, Vadodara.
- 1.2 The Messing service shall be provided on all days of the month except vacations, if declared so by NRTI and informed to the Contractor at least one week in advance. The average strength of the user students would be around (900 students) on normal working days with some reduction in strength on weekends (Saturday/Sunday and holiday in continuation)

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

1.3 The Scope of the tender shall include:

- (i) Preparation and serving of food on service counters including procurement of raw materials required, for breakfast, lunch and dinner (serving on dining table will be self service)as per the timings as specified in this document, in the NRTI Mess. Service shall imply providing/replenishing food, etc. along with all necessary plates, cutlery, crockery (donga, etc.) on the DINING COUNTER. The fixed infrastructure, equipment, fridges/refrigerators, required utensils, crockery/cutlery, furniture, electric power and water supply would be provided by NRTI free of cost during the operation of the contract. However, all consumables for washing of the utensils & crockery, table cloth and cleaning of counter and dish wash, floor and adjoining areas have to be arranged by the Contractor at his/her own cost.
- (ii) Additional cleaning of serving area, dining halls, and adjoining areas – inside mess etc before and after meals has to be done by contractor himself by using his own cleaning material.

1.4 The contractor shall engage competent supervisor to supervise the work under this contract. The contractor's supervisor shall be present on the Mess premises and all areas of service delivery to supervise all the catering and associated activities.

Special Terms & Conditions for Catering Services

1. Contractor's employees

The Supervisor should have minimum requisite qualification and past experience of handling such a work. Change of personnel is allowed provided he is replaced by a person who is having the same or higher qualification and is agreed by NRTI. The employees should be of good health, good personal hygiene, character, well-behaved, obedient and skilful in their work. The contractor has to ensure that they observe cleanliness and are properly dressed in clean uniform. For rendering efficient service timely, the contractor shall at all times keep and make available sufficient number of employees including stand-by.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

2. The Contractor will be required to get police verification from local police for all his employees deployed in the mess. The cost of this requirement will be borne by the Contractor himself.
3. The medical fitness certificate from a physician (MBBS) would be part of the approval process. The Contractor will not change approved staff without approval of the NRTI or its representative to ensure consistency in service. The Contractor shall remove any employee who in the opinion of the NRTI is guilty of misconduct, or is in any manner unfit or unsuitable for service. The Contractor shall be solely responsible for the remuneration and other dues of his employees as also for omissions/commissions done by them. The Contractor will be responsible for periodical medical test of his employees to ensure that they are fit and free from any communicable disease. The cost of the tests shall be borne by the Contractor and certificates will be submitted by him to the NRTI.
4. Proper photo Identity Card will be issued by the Contractor to his staff.
5. Uniform for the Contractor's staff – The Contractor's staff, duly trained by authorized catering and hospitality institutes, will wear proper, cleaned and ironed uniform as approved by NRTI. The Uniforms will be supplied by the Contractor at his own cost as per the following details.

The Contractor shall provide proper uniform and Protective apron and suitable plastic or similar cap along with hand gloves, etc. (colour and design to be approved by the NRTI) to its employees.

6. The supervisor of the Contractor is also required in proper uniform and should meet the following basic requirements:
 - (i) He should be minimum 12th pass.
 - (ii) He should be able to speak Hindi and understand simple English. Knowledge of Gujarati language is desired.
 - (iii) He should have experience of catering and hospitality services in Mess/Hotel.
 - (iv) He should be able to maintain records as required.
 - (v) He should be sensible, have presentable manners and etiquettes to deal with the students.

The other employees should fulfill the following basic requirements:

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

1. They should be conversant with Hindi language. They should be physically and mentally fit and sound.

Members of serving staff should meet the following basic requirements

- (i) They should be physically and mentally fit and sound.
- (ii) They should have good manners, should be able to speak Hindi and preferably understand English and presentable having good manners and behaviour, and should be experienced and conversant with normal etiquettes.

7. Do's and Don'ts for Personal Hygiene

The mess is primarily for the students and it is important that the service personnel are Well-mannered, courteous, presentable, neat and clean. It should be ensured that:

- (i) All the staff has short nails and short hair (except ladies).
 - (ii) They should have regular bath and wear clean uniform and prescribed rubber shoes/leather shoes/sandals. The uniform should be clean without stains. The socks, which they will be wearing, should be washed on regular basis. They should wear appropriate head gear to avoid hair fall in food served.
 - (iii) Should not sneeze in the serving area, if required, should quickly move away to a corner area with nose covered with personal handkerchief and immediately wash hands with soap.
 - (iv) After going to the toilet, wash hand with soap.
 - (v) No staff should eat in dining hall.
 - (vi) In case of spread of any disease, they should wear necessary protection such as masks, covers or any other protection measures advised by doctors.
 - (vii) No staff should smoke, drink liquor and chew tobacco, and should not be in drunken condition, and all will maintain dental hygiene.
8. **Safety** – The safety of men, material and equipment at all places including dining halls will be the responsibility of the contractor. NRTI will not be held responsible for any claims/compensation due to any accident in the NRTI premises.
9. **Menu**
- 9.1 **Common Menu Items** - A list of actual items under various generic names have been listed in a sample mess menu at **Annexure -1**. The list is for general guidance,

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

the contractor may be asked to cook variation of these items as directed by NRTI. Contractor will not be eligible for any compensation in this regard. Contractor should (engage) cooks capable of preparing such items with good quality, taste and hygiene.

- 9.2 Normally, the selection of menu is fixed in advance for each week and the Students' Mess Committee members shall also participate apart from the representative of NRTI. Since, the mess is being run for the students; their feedback would be carrying a lot of weight and should be taken seriously within the confines of the contract agreement.

Necessary shifting and setting and re-setting of furniture will be done by the contractor as and when required at no extra cost.

- 10 **Checklist** - The Contractor shall prepare a checklist in prescribed format on a weekly as well as daily basis for the proper supervision over maintenance of catering services as given in **Annexure - 2**.

- 11 **Serving of Food** - The normal mode of serving on the counter. Prepared food is required to be served piping hot in casseroles or bain-marie (in case of buffet) or other suitable utensils as the case may be in neat and hygienic manner. Roti/Tandoori etc. is also to be served fresh and crisp. There should be proper supervision by a supervisor of the service to direct and control the refilling of the utensils/bain-marie, serving of Rotis/Tandoori/Puri, etc, and water being important aspects of the meals.

- 12 **Timing of serving of the food** - The Contractor has to provide the meals in a stipulated span of time in the schedule of mess working (details of usual timings would be provided when work is started) as detailed below.

S. No.	Item	Duration on normal days	Duration on holidays
(i)	Breakfast	01 Hour	One & half hour

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

(ii)	Late morning tea (during class/session break)	Half an Hour	Half an Hour
(iii)	Lunch	02 Hours	02 Hours
(iv)	Evening tea/coffee/milk with snacks	01 Hour	01 Hour
(v)	Dinner	02 Hours	02 Hours

Note: There may be minor changes in the timing or delayed dining for some diners occasionally for which advanced intimation will be given to the Contractor or his Supervisor.

13 **Unlimited Meals** - Meals to be served in this contract are unlimited; except for milk and curd. Unlimited means there is no limit to the quantity of serving; hence contractor should do the estimation properly. Incidences of food items falling short will be viewed seriously & **penalty as provided in the penalty clause will be imposed. However, the morning/evening snacks with tea would be practically served on limited basis.** NRTI would generally intimate the number of students as and when there are changes.

14 **Quality of food:** Quality of the food served is of utmost importance. Good quality food should satisfy the following requirements

- Good taste
- Preserving nutritive value of the cooked food
- Right temperature
- Palatability
- Variety in preparation
- Presentation
- Timeliness of service

All this will depend upon the skills of the cooks and serving personnel as also on hygiene & cleanliness of cooking areas, kitchen, refrigerator, deep freezer and other equipment.

It needs no emphasis that the contractor will engage experienced and trained staff for cooking as well as service. Cooks should have rich experience of cooking variety quality food covering popular and common Indian dishes. In case preparation of

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

food is not found satisfactory as per opinion of NRTI or the students' Mess Committee, the Contractor should promptly replace such staff without undue delay. Changes in the ingredients (mainly spices) for the particular dish to suit to the taste should be made as decided in consultation with NRTI's representatives.

15 Cleanliness of Mess premises (including hand wash rooms & toilets), furniture, glass, etc., utensils and crockery

15.1 The Contractor will have to arrange for washing utensils timely and store them in hygienic condition and wipe them with the help of clean cloth. Brushes, detergents for the cleaning of the utensil and crockery etc. will be arranged by the contractor. The cleaning and mopping of dining hall, bathrooms and related areas will be the responsibility of the contractor. The detergent(s) required for washing of crockery in the room will also be arranged by the contractor.

15.2 **General Precautions for food preparation and ensuring cleanliness** – Some of the important instructions are listed below:

(i) All food grains should be cleaned and washed, if required.

(ii) All vegetables and fruits should be washed before cutting and chopping.

(iii) All the chopped vegetables should be kept covered.

(iv) All cooked and uncooked food should be kept covered.

(v) All the refrigerators should be thoroughly cleaned once a fortnight with soap & warm water and then with sanitizer.

(vi) No stale food should be served. Preparation of gravy in one or more days in advance is not allowed.

(vii) Hot food should be served hot & cold food should be served cold.

(viii) Garbage bins should be cleaned twice a day. The waste food is required to be kept at designed places, without any spillage in the adjoining area. Food or waste from the vegetables and fruits or any other material is to be disposed of promptly in the municipal designated disposable bin area outside the mess in the manner as per the requirements of Municipal Corporation.

15.3 Rooms/sheds depending on availability without any furniture etc. can be provided for the use of contractor's staff with the basic purpose of keeping the minimum necessary employees. Contractor should ensure that they keep

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

surrounding neat and clean, maintain the decorum and do not create the nuisance.

16 Maintenance and Breakage of Cutlery and Crockery

The Contractor will be handed over all crockery, cutlery, glass, for providing the services by NRTI. The list of all such items would be maintained by both the parties for inventory and usage. For any damage and normal wear due to regular usage, NRTI will replace/replenish such articles from time to time when considered necessary not exceeding 5% of the items provided in a year. For damage due to negligence from contractor's labour, the Contractor should replace such articles at his own cost. However, some breakage of breakable items in handling will be accepted. No such concession is available for the metal/unbreakable_crockery and other utensils except for normal wear and tear. However, for the replacement of such items at the cost of the Contractor, the decision of NRTI will be final. The Contractor will be responsible for returning the un-serviceable item of utensils/cutlery due to usage/accidental breakage for speedy replacement.

17 Equipment's and Facilities Provided by NRTI to the Contractor

(A) Crockery & Cutlery – The crockery items will be handed over to the Contractor by maintaining a list of items to be kept by both the parties for inventory and usage. These are to be maintained by the Contractor.

(B) Infrastructure Facilities:-

(i) **Supply of Water** – Supply of water will be ensured by NRTI administration for drinking/serving purposes, for dish washing/cleaning (raw water) to the contractor free of cost.

(ii) **Electric Equipments** - The Dining Halls are fitted with lights, fans, exhaust fans/system and Insect Catchers which should be operated by the Contractor as per requirement.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

(iii) **Electric Power** -The charges for electricity consumed for lights and fans and the kitchen equipment will be free of cost to the Contractor but proper care shall be taken by Contractor to ensure that the fans, lights and equipments are used with due economy and are switched off whenever not required/in use so as to avoid wasteful consumption of electricity.

(iv) **Furniture and Tables:** Dining tables and chairs are provided by the NRTI and are kept for use in the dining halls. The parts of furniture other than the top, which is cleaned regularly, the entire furniture shall be cleaned/ washed once in three months. However, dusting/wiping is to be done daily.

18 **Damage to the Premises, Fittings and Fixtures** – The Contractor will be responsible for safety to the Dining Halls /associated areas during the course of work or to the fittings, fixtures, furniture, or other equipment. When such damage in the opinion of the NRTI is caused due to negligence or carelessness or any fault on Contractor's part or that of his employees, he shall be liable to pay to the NRTI such amount in respect of such damage as may be assessed by the NRTI. NRTI will have the right to deduct such amounts from the contractor's bills duly informing the contractor about it.

19 **Complaints and Improvements**

The contract is for the purpose of providing catering services to the students and their satisfaction with the level of service is important. The day-to-day functioning of the services including the detailed menu would be decided by NRTI weekly.

A register for the feedback shall be kept in the dining hall at a prominent place. The entries made in the Register have to be noted by the Contractor/his Supervisor regularly. The Contractor has to carry-out such improvements as may be necessary for ensuring satisfactory service and shall take due notice of the complaints made by the diners either directly to him or through NRTI administration.

20 **Penalty Clause for Catering Services**

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

(i) In case, the services including the quality of food are found to be unsatisfactory based on the regular feedback of the students or if found by NRTI/NRTI officials frequently, NRTI will have the right to impose suitable penalty for each such lapse. The penalty amount will be deducted from the pending running bill.

(ii) In case of any failure by the Contractor to serve food in time, the NRTI has full powers to engage labour from outside or even arrange readymade food from outside and contractor will **have to pay a penalty up to Rs.10,000/- (ten thousand) per meal, not prepared. The cost of food so arranged will be recovered from contractor's bill.** The food so arranged will be served in the mess and the Contractor will be responsible for the serving the arranged food and washing the utensils, etc. Decision whether contractor would be able to serve in time will be taken by NRTI keeping in view the situation.

(iii) Meals to be supplied in this contract are unlimited (except the items which are limited); meaning there is no limit to the quantity of serving; hence the Contractor should be able to do the estimation properly. Repeated incidences of food items falling short will be viewed seriously & penalty up to **Rs.1000/- (Rs. One Thousand) per occasion will be imposed.** Any short supply/serving reported will also be covered under this item.

Annexure - 1

GENERIC MENU

1.	Morning Breakfast	<ul style="list-style-type: none">• Parantha with pickle & curd• Batata Pauha• Upma• Samosa with Chatni• Batata Vada with Chatni• Idli with Chatni• Bread with Jam & Butter• Tea and coffee/Milk
2.	Tea & snacks at 1030 - 1115 hours and 1645 - 1715 hours)	<ul style="list-style-type: none">• Tea and coffee• Biscuits/one snack

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

3.	Lunch	<ul style="list-style-type: none"> • Chapati / Roti • Dal/Chole, Rajma/Kadhi – Kathol • Salad • Pickle • Vegetable Dish • Rice
6.	Dinner	<ul style="list-style-type: none"> • Chapati/ Roti/Puri • Rice Dal/Chole, Rajma/Kadhi – Kathol • Vegetable Dish/Paneer • Pickle • Papad

Note: Besides, the listed items, one sweet item is to be provided on every Sunday in the dinner

Annexure - 2

PROFORMA FOR DAILY CHECK LIST

Sr. No	Item		Date							Remarks
			Mon	Tue	Wed	Thu	Fri	Sat	Sun	
1	No. of Service Boys Present	Breakfast								
		Lunch								
		Dinner								
2	No. of Cooks Present									
3	No. of utensil cleaners Present									
4	Service Bearers are in clean uniform & well groomed									

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

5	Food prepared and stored properly under Hygienic conditions.									
6	Dining hall, tables & table cloths in cafeteria properly cleaned									
7	Table and crockery laid properly									
8	Kitchen, dining and related areas cleaned									
9	Utensils are properly cleaned									
10	Utensil washing area is properly maintained									
11	Garbage disposal done									

Signature
Mess Representative

Signature

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

Method & Terms 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 officials. He shall also submit salary payment details of his staff along with details of statutory levies for EPF/ESI etc.
- c) All payments shall be made on the certificate of Registrar, National Rail & Transport Institute, Vadodara or his authorized representative.
- d) After preliminary scrutiny and certification by NRTI, the payment of the certified amount shall be made as early as possible (by NRTI). The amount 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).

CONTRACT PERIOD

The Contract period shall be **24 months from the date of actual commencement of services**. However, NRTI reserves the right to terminate the service contract awarded at any time during the currency of the service contract without assigning any reasons.

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 or

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

out of the contract or subject matter thereof, whether during the currency of the contract or after the completion or whether before or after the termination of contract 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 the Client 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 commence unless an attempt has first been made by the parties to settle such disputes through mutual consent.

(ii) If the disputes and differences are not settled within 90 days of its reference in writing by the Agency/ Service Provider and 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 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

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

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

5. Settlement through Court

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

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.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

TENDER SCHEDULE

APPROXIMATE QTY & RATES					
Catering Services					
Item No.	Description	Quantity	Unit	Basic Rate Per Student/Per day (Rs.)	Amount for 730 days (Rs.)
NS/1	Providing catering services in NRTI's Students' Mess by providing good quality food including procurement of all raw materials required. Serving the hot food, cleaning the utensils and tables; cleaning the entire mess premises; ensuring proper setting of furniture as required; providing other services as elaborated in the scope of the work including some miscellaneous activities as advised by NRTI representative if required; using the infrastructure, equipment, utensils, crockery, electricity and water provided by NRTI free of cost.	900 Students	Per Student/Per day	140.00	91980000
Total					91980000

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

Tender No. - NRTI/2021/03

OFFER SHEET

Catering Services

Item No.	Description	Quantity	Unit	Basic Rate Per Student/Per day (Rs.)	Rate Quoted by the bidder (% above/ below/ at par)	Total Amount for 730days (Rs.)
NS/1	Providing catering services in NRTI's Students' Mess by providing good quality food including procurement of all raw materials required. Serving the hot food, cleaning the utensils and tables; cleaning the entire mess premises; ensuring proper setting of furniture as required; providing other services as elaborated in the scope of the work including some miscellaneous activities as advised by NRTI representative if required; using the infrastructure,	900 Students	Per Student/Per day	140.00		

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

equipment, utensils, crocery, electricity and water provided by NRTI free of cost.					
Total Schedule					

Notes

- 1 The rates quoted should be inclusive of all applicable taxes i.e. GST,etc.
- 2 Rates shall be quoted in terms of % Above, Below or At par of the basic rates.
- 3 The quantity mentioned in the schedule is approximate. Actual No of students will be advised on arrival of the students which may be +/- 10 %, and payment will be given for the actual number of students advised.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

Annexure - 1

OFFER LETTER

To,

The Vice Chancellor
Acting through Dy. Chief Engineer (I &S)
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 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 Contract; and to carry-out the work accordingly.
3. Rs 609900/- (Six Lac Nine Thousand Nine Hundred 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 contract 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 contract.
5. Further, 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 by both the parties and indicated in the Letter of Acceptance of my/our offer for this work.

Contractor's Address:

Signature of Contractor
Date:

Signature of witness

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

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 contract, 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.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



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

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 contract 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:

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

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 in compliance with its obligations according to 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, 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 Contract 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
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.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI



NATIONAL RAIL AND TRANSPORTATION INSTITUTE
(Deemed to be University)

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

Signature and Seal of the Guarantor _____

Name of Bank

Address

Date

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

End of the Tender Document.

Dy. Finance Officer/NRTI

Dated Signature of the Contractor

Dy. Chief Engineer (I &S)/NRTI