



Deemed to be University

# **NATIONAL RAIL AND TRANSPORTATION INSTITUTE** (DEEMED TO BE UNIVERSITY)

## **National Competitive Bidding**

**For**

Hiring of Manpower Services as Outsourced Personnel through Hiring Agency

BID No. NRTI/01/2019/Manpower Hiring

Est. in 2018

**NATIONAL RAIL AND TRANSPORTATION INSTITUTE**  
1<sup>st</sup> Floor, NAIR Campus, Lal Baug, Vadodara, Gujarat - 390004

Deemed to be University

Vadodara

**GOVERNMENT OF INDIA**

**NATIONAL RAIL AND TRANSPORTATION INSTITUTE**  
(DEEMED TO BE UNIVERSITY)

National Rail and Transportation Institute (NRTI)-The National Rail & Transportation Institute, is India's first Railway University focused on transport-related education, multidisciplinary research and training. A Deemed to be University under the de Novo category, NRTI was established in 2018 by the Ministry of Railways to create a resource pool of best-in-class professionals for the railway and transportation sector. NRTI launched its first academic session in 2018 - 19 with two fully residential undergraduate programs, viz. BSc. in Transport Technology and BBA in Transport Management. The Institute invites bids for hiring of manpower services as Outsourced Personnel through Hiring Agency.

**NATIONAL COMPETITIVE BIDDING**

Name of work : Hiring of manpower services as Outsourced Personnel through Hiring Agency

BID NO. NRTI/01/2019/Manpower Hiring

Date of issue/opening/publish of Tender Document	: <b>19.11.2019</b>
Last Date and Time for Receipt of Bids	: <b>11.12.2019</b> <b>Time 15.00 Hours</b>
Time and Date of Opening of Bids	: <b>12.12.2019</b> <b>Time 15.30 Hours</b>
Place of Opening of Bids	: NATIONAL RAIL AND TRANSPORTATION INSTITUTE, 1 <sup>st</sup> Floor, NAIR Campus, Lal Baug, Vadodara - 390004, Gujarat Website: <a href="https://nrti.edu.in">https://nrti.edu.in</a>
Officer Inviting Bids	: The Deputy Comptroller, HR/NRTI

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Vadodara

## 1. **DISCLAIMER**

- 1.1 The information contained in this document is being provided by NRTI for the limited purposes of enabling the Bidders to participate and submit a Bid for engagement of Manpower Service Provider. In no circumstances shall NRTI, or its respective advisors, consultants, contractors, employees and/or agents incur any liability arising out of or in respect of the issue of this NIT (Notice Inviting Tender).
- 1.2 The assumptions, assessments, statements and information contained in this NIT may not be complete, accurate, adequate or correct. Each Agency/ Manpower Service Provider should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained herein and obtain independent advice from appropriate sources.
- 1.3 Nothing herein shall be construed as legal, financial or tax advice. NRTI reserves the right to amend this NIT or its terms and any information contained herein or to cancel the process or altogether abandon the Project at any time by notice, in writing to the Agency/ Manpower Service Provider. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information. NRTI will not be liable for any costs, expenses, or any compensation, however so incurred by the Service Provider in connection with the preparation or submission of their bids.
- 1.4 NRTI may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this NIT.
- 1.5 Laws of the Republic of India are applicable.
- 1.6 Each Bidder's acceptance of delivery of this Tender constitutes its agreement to, and acceptance of, the terms set forth in this disclaimer. By acceptance of this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.



## Section- 1

### INVITATION FOR BIDS (IFB)

#### NATIONAL COMPETITIVE BIDDING

BID NO. NRTI/01/2019/Manpower Hiring

Date : 19.11.2019

1. **NATIONAL RAIL AND TRANSPORTATION INSTITUTE (NRTI)**, 1<sup>st</sup> Floor, NAIR Campus, Lal Baug, Vadodara - 390004, Gujarat, requires qualified & experienced manpower for the Institute. The requirement is prone to changes based on the varying requirement of work. In order to receive timely supply of personnel of varying number and duration, NRTI, invites Two Bid Open Tender {Part-A (technical bid i.e. eligibility criteria) and Part-B (Financial Bid)} for engaging experienced Manpower Service Providers in the domain of services given in the 'scope of the work' under their own supervision as per the terms and conditions mentioned in the Tender Document.
2. Bid documents may be purchased from the office of NRTI from 19.11.2019 to 10.12.2019 for a non-refundable fee of **Rs.1000/-** [Rupees One Thousand only] in cash or in the form of Demand Draft on any Scheduled banks payable at Vadodara in favour of **NATIONAL RAIL AND TRANSPORTATION INSTITUTE**. Bidders may also download the bidding documents from web site of <https://nrti.edu.in>, but it will be the responsibility of the bidder to make proper sets and submit documents properly along with the requisite Bid document fee of Rs. 1000/- as mentioned above.
3. Bids shall remain valid for a period of not less than Ninety (**90**) days after the last date of the bidding. Bids must be accompanied by an Earnest Money Deposit (EMD) of **Rs. 5,84,400/- (Rupees Five Lac Eighty Four Thousand Four hundred only)**, drawn in favour of **NATIONAL RAIL AND TRANSPORTATION INSTITUTE**. The EMD shall be submitted in the form of a Demand Draft with a validity of 45 days beyond the validity of bid i.e. **135 days**.
4. Bids shall be delivered to NRTI on or before **1500 hours** on 11.12.2019 and will be opened on 12.12.2019 at **1530 hours** in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified the bids will be received and opened on the next working day at the same time and venue.
5. Other details can be seen in the bidding documents. Interested bidders may obtain further information from the Institute.

#### TABLE

**Name of work-** Hiring of manpower services as Outsourced Personnel through Hiring Agency

Bid No.	Approximate cost of service (Rs.)	Bid Security (Rs)	Period of completion
NRTI/01/2019/Manpower Hiring	2,92,20,000/-	5,84,400/-	<b>24 months</b> (Twenty four months )

**Name of office-** NATIONAL RAIL AND TRANSPORTATION INSTITUTE

**Address-** 1<sup>st</sup> Floor, NAIR Campus, Lal Baug, Vadodara - 390004, Gujarat

**Web Site:** <https://nrti.edu.in>

**Contact Persons:-** Dy. Comptroller/HR, NRTI Tel.No.0265-2648303, Mobile-7490827759

E-mail: [nrtidchr@gmail.com](mailto:nrtidchr@gmail.com)

## Section -2

### General Conditions of Contract

General Conditions of contract for Hiring of manpower services on outsourcing basis through Manpower Agency.

**GENERAL CONDITIONS OF CONTRACT** will form an integral part of the Bid and contract, which is enclosed along with the Bid documents. In case of any deviation between General Conditions of Contract and any other Special Conditions & Specifications of Contract of this Bid document, the Special Conditions & Specifications of Contract shall prevail. The Bidders must give a certificate along with their offer that they have thoroughly read, understood and accepted the General Conditions/Special Conditions & Specifications of Contract as well as other conditions of Bid etc.

#### **1.1 DEFINITIONS**

Unless excluded by or repugnant to the context:

- 1.1.1 The expression “Client”/ “NRTI”/“Institute” as used in the Bid papers shall mean NATIONAL RAIL AND TRANSPORTATION INSTITUTE (NRTI) which expression shall also include its legal successors and permitted assigns.
- 1.1.2 “Officer”/ “Officer-in-charge”/ “NRTI’s representative” of the work shall mean the NRTI Officer dealing with the performance and operations of the contract, its legal successors and assignees to undertake various duties and functions in connection with this contract.
- 1.1.3 The “Contract” shall mean ,the Agreement entered into between NRTI and the Agency / Manpower Service Provider as recorded in the Contract Form signed by the parties, including all attachments, the notice of Bid, the sealed quotation and the Bid documents, including the Bid and acceptance thereof together with the documents referred to therein, and the accepted conditions with annexure mentioned therein including any special conditions, specifications, price schedule / bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniments and those incorporated in it later on by mutual consent.
- 1.1.4 The “Agency / Manpower Service Provider / Bidder(s)” shall mean the individual or firm or company whether incorporated or not, undertaking the work.
- 1.1.5 The “Contract sum” / “Contract price” shall mean the sum for which the Bid is accepted.
- 1.1.6 The “Contract time” means period specified in the Bid document for entire execution of contracted works from the date of notification of award including monsoon period.
- 1.1.7 A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

- 1.1.8 A “month” shall mean a calendar month.
- 1.1.9 A “week” shall mean seven consecutive days without regard to the number of hours worked on any day in that week.
- 1.1.10 “Data Sheet” means such part of the Instructions to Bidder(s) used to reflect specific assignment conditions.
- 1.1.11 “Government” means the Government of India and/or the Government of Gujarat.
- 1.1.12 “Personnel” means professionals and staff provided by the Agency(s)/Manpower Service Provider(s)/Bidder(s) and assigned to perform the Services or any part thereof;
- 1.1.13 “Local Personnel” means such professionals who at the time of being so provided had their domicile in India.
- 1.1.14 “RFP” means the Request For Proposal prepared by the Client for the selection of Bidder(s).
- 1.1.15 “Services” means the work to be provided by the Bidder(s) pursuant to the Contract.
- 1.1.16 “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder(s), and expected results and deliverables of the assignment.
- 1.1.17 “Applicable Law” means all laws in force and effect as on the date hereof and which may be promulgated or brought into force and effect thereafter in India/Gujarat, including rules and regulations made therein as may be in force and effect during the tenure of this agreement.
- 1.1.18 “Excepted Risks” are risks due to riots (otherwise than among Agency / Manpower Service Provider’s employees) and civil commotion (in so far as both these are un-insurable) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of God, such as earthquake, lightening and un-precedented floods over which the Agency / Manpower Service Provider has no control.
- 1.1.19 “GCC” mean the General Conditions of Contract.
- 1.1.20 “Letter of Acceptance” means the formal acceptance letter issued by NRTI of the Bid.
- 1.1.21 “Local currency” means the currency of Government of India.

## **1.2 GENERAL INFORMATION**

- 1.2.1 The Bidder(s) should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the Assignment and on the local conditions, Bidder(s) are encouraged to visit the Institute at their own cost before submitting the Proposal.
- 1.2.2 Bidder(s) shall bear all costs associated with the preparation and submission of their proposals including negotiations, if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidder(s).



- 1.2.3 The Client requires that Bidder(s) hold the Client's interest paramount without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.
- 1.2.4 A Bidder(s) (including its personnel and Sub-Bidder(s)) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder(s) to be executed for the same or for another Client.
- 1.2.5 It is NRTI's policy that the Bidder(s) under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, NRTI:
- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
    - 1) "**Corrupt Practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
    - 2) "**Fraudulent Practice**" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
    - 3) "**Collusive Practices**" means a scheme or arrangement between two or more Bidder(s) with or without the knowledge of the Client, designed to establish prices at artificial, non competitive levels;
    - 4) "**Coercive Practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
  - b) will reject a proposal for award if it determines that the Bidder(s) recommended for award has, directly or through an agent indulged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
  - c) will declare a firm ineligible either indefinitely or for a stated period of time for awarding a contract, if it at any time, it is found that the firm had indulged in corrupt or fraudulent practices in competing for, or in executing a contract.
- 1.2.6 Bidder(s), their Sub-Bidder(s), and their associates shall submit a declaration of being not guilty of ineligibility on account of corrupt and fraudulent practices.

### 1.3 COMMUNICATION AND LANGUAGE OF CONTRACT

Communications between Parties will be effective only when in writing or email. Verbal communication, if any, must be confirmed in writing immediately. Any notice, request or consent shall be deemed to have been given or made when delivered in writing, in person to an authorized representative of the Party to whom the communication is addressed, duly acknowledged, or when sent by registered mail, email, telex, to such Party.



## **1.4 INTERPRETATION**

In the contract, except where the context requires otherwise:

- 1.4.1 Words indicating one gender include all genders,
- 1.4.2 Words indicating the singular also include the plural and words indicating the plural also include the singular,
- 1.4.3 “Written” or “in writing” means hand-written, type written, printed or electronically made and resulting in a permanent record, and
- 1.4.4 The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

## **1.5 LANGUAGE OF CONTRACT**

The Contract has been executed in English which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

## **1.6 ENTIRE AGREEMENT**

This Contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for any statement, representation, promise or agreement not set forth herein.

## **1.7 MODIFICATIONS**

The terms and conditions of this Contract including the scope of work can be modified only by written agreement between the Parties.

## **1.8 CARE IN SUBMISSION OF BIDS**

Before submitting a Bid, the Bidder(s) will be deemed to have satisfied himself by actual inspection of the office, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the Bid forms are adequate and all inclusive to accord with the provisions of the General/ Special Conditions of Contract for the completion of works to the entire satisfaction of the Client.

## **1.9 RIGHTS OF THE NRTI TO DEAL WITH BID**

The authority for the acceptance of the Bid will rest with NRTI. It shall not be obligatory for NRTI to accept the lowest Bid or any other Bid and no Bidder(s) shall demand either any explanation for the cause of rejection of his /their Bid or NRTI shall assign reasons for declining to consider or reject any particular Bid or Bids.

## **1.10 OMISSIONS & DISCREPANCIES:**

Should a Bidder(s) find discrepancies or omissions in the tender form, schedules or any of the Bid Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting Bids who may send a written clarification / instruction to all Bidders. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the Bid and the successful Bidder(s) shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. NRTI's decision on the meaning and import of the contents is final and conclusive.

## **1.11 PARTNERSHIP DEED**

The Bidder shall clearly specify whether the Bid is submitted on his own behalf or on behalf of partnership concern. If the Bid is submitted on behalf of partnership concern, Bidder(s) shall submit the certified copy of Partnership Deed along with the Bid and authorization by all partners of the firm to sign the Bid documents on behalf of partnership concern. If these documents are not enclosed along with Bid documents, the Bid will be treated as having been submitted by individual signing the Bid documents. NRTI will not be bound by any Power of Attorney granted by the Bidder(s) or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Agency / Manpower Service Provider.

## **1.12 PERFORMANCE GUARANTEE (PG)**

- 1.12.1 On acceptance of Bid the successful Bidder(s) shall have to submit Performance Guarantee of amounting to **Rs.29,22,000/- (Rupees Twenty Nine Lacs Twenty Two Thousand only )** in the form of Bank Guarantee, as annexed at Annexure VI drawn in favour of **NATIONAL RAIL AND TRANSPORTATION INSTITUTE**. The Performance Guarantee shall be submitted within **30 (thirty) days** from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30 (thirty) days i.e. from 31<sup>st</sup> day after the date of issue of LOA.
- 1.12.2 This guarantee shall be initially valid up to the stipulated date of completion of work plus 60 days beyond that. In case, the time limit for completion of work gets extended, the Agency / Manpower Service Provider shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 1.12.3 The Performance Guarantee (PG) shall be released after the completion of all obligations and formalities under the contract, in all respects satisfactorily and dues if any will be deducted from the Performance Guarantee.
- 1.12.4 Whenever the contract is rescinded, the Performance Guarantee shall be forfeited and the Bank Guarantee shall be encashed and the balance work shall be got done independently. The failed Agency / Manpower Service Provider shall be debarred from participating in the Bid for executing the balance work. If the failed Agency /

Manpower Service Provider is a JV (Joint Venture) or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the Bid for the balance work either in his individual capacity or as a partner of any other JV/partnership firm.

1.12.5 NRTI shall not make a claim under the Performance Guarantee except for amounts to which NRTI is entitled under the contract, subject to the following :-

- a) Failure by the Agency / Manpower Service Provider to extend the validity of the Performance Guarantee as described herein above, in which event NRTI may claim the full amount of the Guarantee.
- b) Failure by the Agency / Manpower Service Provider to pay NRTI any amount due, either as agreed by the Agency / Manpower Service Provider or determined under any of the Clauses/Conditions of the agreement within 30 days of the service of the notice to this effect by NRTI to the extent of the amounts due with interest, if any.
- c) The contract being determined or rescinded under provision of the Contract Agreement, the Performance Guarantee shall be forfeited in full; and shall be absolutely at the disposal of NRTI.

### **1.13 EARNEST MONEY DEPOSIT**

1.13.1 The Tender shall be accompanied by an Earnest Money deposit (EMD) of Rs. 5,84,400/- ( Rupees Five Lac Eighty Four Thousand Four Hundred only ) payable by Demand Draft drawn in favour of "NATIONAL RAIL AND TRANSPORTATION INSTITUTE" and issued by any nationalized bank or its subsidiaries. Bids received without EMD will be summarily rejected.

1.13.2 The EMD is liable to be forfeited if the Service Provider with-draws, amends, impairs or derogates from the NIT in any respect within the period of validity of his offer.

1.13.3 The EMD of successful / unsuccessful bidders shall be returned without any interest, after submission of legally valid Performance Bank Guarantee by the successful bidder.

### **1.14 BIDDER(S)'S CREDENTIAL: Minimum Qualification criteria**

1.14.1 Manpower service providers, hiring agencies, autonomous bodies, firms, companies and societies are eligible to participate in the Bid/Tender.

1.14.2 In support of their credentials, the Bidder(s) need to submit documents as stipulated in Bid document along with their Bids.



**THE BIDDER (S) SHOULD SATISFY THE FOLLOWING MINIMUM ELIGIBILITY CRITERIA AS UNDER:**

**(The Information to be submitted in separate form)**

1	The Bidder(s) should have physically completed at the time of opening of Bid in the last three financial years & current year.	<p>a) The Bidder who, desires to submit response to this NIT, must have provided services for at least 1500 man months in India during the last three years &amp; current year</p> <p>b) The Bidder should have a minimum cumulative turnover of Rs. 05 Crores during last three financial years, and the current year. (Proof to be attached like, certificate from Chartered Accountant/Client's certificate/copies of balance sheet)</p>
2	<p>a) Registration for ESI, EPF, GST, PAN Number, etc.</p> <p>b) Affidavit that the firm has not been blacklisted for business by any government department/PSU and that in last three years to be reckoned from date of invitation of Bid. There has not been any work cancelled against them for poor performance.</p> <p>c) Registered under 'Contract Labour (Regulation and Abolition) Act'1970 and possess a valid labour licence under this Act.</p>	<p>a) Copies of valid Registration certificates and documents are to be enclosed. Bid document received without valid copies of document/ certificate/ enclosures will be summarily rejected.</p> <p>b) Affidavit as per Proforma is to be enclosed. Proforma of Affidavit is given in Annexure-VI of the Bid document. Bid document received without valid document/ Affidavit will be summarily rejected.</p> <p>c) Registration certificates/ documents are to be enclosed. Bid document received without valid certificate/ documents will be summarily rejected.</p>

1.14.3 Bidder(s) shall submit along with Bid, adequate documentary proof of having fulfilled the prescribed eligibility criteria as laid down in the Bid notice & Bid conditions.

1.14.4 The Bidder(s) will produce/attach the certificate of Work / Contract completion with the Bid document, as such certificate should clearly bring out following details:

- a) Name of Agency issuing the certificate.
- b) Date of issue of certificate.
- c) The name of Work / Contract.
- d) The Acceptance letter No.
- e) The date of issue of Acceptance letter.
- f) Agreement No.
- g) Date of execution of Agreement.
- h) Date of original Completion of Work / Contract as per Acceptance Letter.



- i) Date of Actual completion of Work.
  - j) The Amount of Work / Contract done as per Agreement (in Rupees).
  - k) The Final Amount of Work / Contract at the time of Completion of Work / Contract (in Rupees).
  - l) Whether the Work / Contract is completed satisfactorily or non-satisfactorily.
- 1.14.5 In case the Bidder(s) do not submit any proof for meeting with the eligibility criteria as mentioned above in the Bid notice & Bid conditions, along with the Bid, the offer shall be considered as incomplete.
- 1.14.6 All photo copies should be enclosed with the Bid form duly attested.

**Note:**

- a. Consortium bidding to fulfill the eligibility criteria of this NIT shall not be allowed at any stage.
- b. The agency / Manpower Service Provider should ensure before deploying an outsourced resource personnel regarding their satisfactory character & antecedent records.

**1.15 AGREEMENT**

All expenses in drawing up the agreement and the cost of stamp duty, if any, shall be borne by NRTI.

**1.16 CHANGE IN ADDRESS**

Any change in the address of the Agency / Manpower Service Provider shall be forthwith intimated in writing to NRTI. NRTI will not be responsible for any loss/inconvenience suffered by the Agency / Manpower Service Provider on account of his failure to comply with this. The Agency / Manpower Service Provider is deemed to have received all correspondences addressed to the Agency / Manpower Service Provider on the address intimated in writing to NRTI.

**1.17 OBLIGATION OF NRTI**

NRTI will, subject to compliance of this contract and all statutory requirements and the provision of services to its satisfaction by the Agency / Manpower Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this contract.

**1.18 FORCE MAJEURE**

The Obligations of NRTI and the Agency / Manpower Service Provider shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure and in such situation the contract can also be terminated on mutual consent.

## **1.19 INDEMNITY**

The Agency / Manpower Service Provider shall indemnify and hold harmless NRTI and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this contract or arising from any breach or non-compliance whatsoever by the Agency/ Manpower Service Provider or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or outside the premises including but not limited to any and all claims by the hired personnel provided by the Agency / Manpower Service Provider.

## **1.20 SECURITY FOR ENSURING TIMELY PAYMENT OF REMUNERATION/FEE PAYABLE TO OUTSOURCED PERSONS**

The Agency / Manpower Service Provider will ensure that before raising the bill on NRTI for the services rendered by outsourced persons, monthly wage is paid on or before the 5<sup>th</sup> day of the following month and proof of payment shall be annexed to the monthly bill.

## **1.21 OTHER TERMS AND CONDITIONS FOR TERMINATION OF CONTRACT**

- 1.21.1 Contract shall be deemed to have commenced as on date specified in the letter of acceptance and shall be in force for an initial period of two years from the date of commencement and extendable for one year at a time with written mutual consent on existing terms and conditions or new terms and condition to be decided at the time of such extension.
- 1.21.2 Notwithstanding anything contained herein, NRTI may, without any cause, terminate this contract by giving 30 days written notice.
- 1.21.3 Expiry or early termination of this contract will not prejudice any rights of the parties that may have accrued prior thereto.
- 1.21.4 In performing the terms and conditions of the contract, the Agency / Manpower Service Provider shall at all times act as an Independent Manpower Service provider. The contract does not in any way create a relationship of Principal and agent between NRTI and the Agency / Manpower Service Provider. The Agency / Manpower Service Provider shall not act or attempt or represent itself as an agent of NRTI. It is clearly understood and accepted by both parties that this contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The Agency / Manpower Service Provider or the incumbents deployed in NRTI through the Agency / Manpower Service Provider shall never under any circumstances whatsoever be entitled to claim themselves to be the employees of NRTI.

## **1.22 LAWS AND REGULATIONS**

**Governing Law:** This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws and by-laws of India.

### **1.23 INCOME TAX**

Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source unless the Agency / Manpower Service Provider is exempted by Income Tax Authorities.

### **1.24 PERMITS, FEES, TAXES & ROYALTIES**

Unless otherwise provided in the contract documents, the Agency / Manpower Service Provider shall secure and pay for all permits, Government fees and licenses necessary for the execution and provision of services. The Agency / Manpower Service Provider shall pay all taxes due to the Govt. of Gujarat/India. NRTI authorities will not take any responsibility for refund of such taxes/fees unless otherwise specified in the Bid. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Agency / Manpower Service Provider and detected subsequently shall be the sole responsibility of the Agency / Manpower Service Provider and its legal heirs.

### **1.25 STATUTORY INCREASE IN DUTIES, TAXES ETC.**

All the taxes and duties levied by the State and Central Govt. and by Local Bodies at the prevailing rates applicable on the date of receipt of Bid shall be fully borne by the Agency / Manpower Service Provider and shall be reimbursed by NRTI on production of documents, unless otherwise specified in the Bid.

### **1.26 TERMINATION OF CONTRACT DUE TO AGENCY / MANPOWER PROVIDER'S DEFAULT CONDITIONS**

1.26.1 If the Agency / Manpower Service Provider

- a) becomes bankrupt or insolvent, or,
- b) makes arrangements with or assignment in favour of its creditor, or agrees to carry out the contract under a committee of inspection of his creditors, or
- c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors / General Body of the share-holders or as a result of Court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction); or
- (d) assigns or sublets the contract or any part thereof, or
- (e) abandons the contract, or
- (f) persistently disregards instructions of NRTI officials or contravenes any provisions of the contract, or
- (g) fails to take steps to employ competent and / or additional personnel and labour, or
- (h) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the NRTI, or to any person on their behalf, in relation to obtaining or execution of this or any other



contract with the NRTI, or

(i) Suppresses or gives wrong information while submitting the Bid.

1.26.2 In any such case, NRTI may serve the Agency / Manpower Service Provider with a notice in writing to that effect and if the Agency / Manpower Service Provider does not, within 7 days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good, and carry on the work or comply with such instructions as aforesaid to the entire satisfaction of NRTI, or fails to exonerate itself from the occurrences of events under clause 'h' and 'i' above, then NRTI shall be entitled after giving 48 hours notice in writing to terminate the contract, as a whole or in part or parts (as may be specified in such notice).

#### 1.27 **TERMINATION OF CONTRACT ON NRTI ACCOUNT**

In case of termination of contract on NRTI account, the claims of the Agency / Manpower Service Provider towards expenditure incurred by him in the expectation of completing the whole works/contract, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/ vouchers etc., to the satisfaction of NRTI. The decision of NRTI on the necessity and propriety of such expenditure shall be final and conclusive. However, the Agency / Manpower Service Provider shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work/contract in full but which he could not in consequence of termination of contract under this clause.

#### 1.28 **LABOUR RULES AND COMPLIANCE OF VARIOUS ACTS**

The Agency / Manpower Service Provider shall have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by Central Government as applicable. The Agency / Manpower Service Provider shall also be responsible for observance of labour regulations in respect of labour welfare, EPF, ESI, Bonus and Gratuity etc to its employees/labour. The Agency / Manpower Service Provider shall be responsible for observance of all legal provisions, Rules, Regulations, Circulars etc. in respect of discharging its obligations under the contract including compliance of various Acts, ensuring strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Un-touchability (Offences) Act 1955, Employees' Compensation Act 1923, Relevant Central / State Labour Laws, Employees State Insurance Act 1948, Labour Acts and Employees Provident Fund Act 1952 alongwith any Statutory Modifications thereof or rules clarifications or otherwise and all the provisions as amended from time to time and NRTI shall stand indemnified from and against any claims/penalty under the afore said Acts.

#### 1.29 **CHILD LABOUR (PROHIBITION AND REGULATION) ACT-1986.**

The employment of any person less than eighteen years (18 years) of age shall be strictly prohibited. The Agency / Manpower Service Provider shall be responsible for conforming to the provisions of the Act and NRTI shall stand indemnified from and against any claims/penalty under the aforesaid Act.

#### 1.30 **SETTLEMENT OF DISPUTES**

1.30.1 All disputes or differences of any kind whatsoever that may arise in connection with or arising out of the contract or subject matter thereof, whether during the currency of contract or after their completion, whether before or after the termination of contract



shall be settled as under:

### 1.30.2 **Mutual Settlement**

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

### **1.31 CONCILIATION/ARBITRATION**

1.31.1 Conciliation / Arbitration of disputes to settle shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.

1.31.2 If the disputes are not settled as per clause 1.31.1, within 90 days of its reference in writing by the Agency / Manpower Service Provider and or if the Agency / Manpower Service Provider is not satisfied with the settlement by the Client on any matter in question, disputes or differences, the Agency / Manpower Service Provider may within a period of 30 days from the date of settlement decision or failure settlement as the case may be, refer to the **Vice Chancellor** of the Client in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item-wise. Only such dispute(s), or difference(s) in respect of which the demand has been made to the Client shall be referred to Conciliator or Arbitrator, as the case may be, and other matters shall not be included in the reference.

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

1.31.4 No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of conciliation.

1.31.5 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.

1.31.6 The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

1.31.7 The conciliation / arbitration proceedings shall be held at a place decided by

Conciliator / Arbitrator.

- 1.31.8 The fees and other charges of the Conciliator / Arbitrator shall be as per the scales fixed by the Client and shall be shared equally between the Client and the Agency/ Manpower Service Provider.

**1.32 AWARD TO BE BINDING ON ALL PARTIES**

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

**1.33 SUBSTITUTE ARBITRATORS**

If for any reason an Arbitrator is unable to perform his function, the Vice Chancellor, NRTI shall appoint a Substitute Arbitrator in the manner stipulated in clause 1.31.3.

**1.34 INTEREST ON AWARDED AMOUNT**

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

**1.35 SETTLEMENT THROUGH COURT**

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

**1.36 JURISDICTION OF COURTS**

Jurisdiction of courts for dispute resolution shall be Vadodara/Gujarat only.

**Section- 3**

**SPECIAL CONDITIONS OF CONTRACT & SPECIFICATIONS**

**Name of work:** Hiring of Manpower Services as Outsourced Personnel through Hiring Agency

**1. INTRODUCTION**

National Rail and Transportation Institute (NRTI), a Ministry of Railways venture is India's first University focused on Transport related education, multi-disciplinary research and training. A Deemed to be University, it was established in 2018 to create a resource pool of best in class professionals for the Railways and Transportation sector.

**2. INSTRUCTIONS TO THE TENDERERS**

- 2.1 Tender is not transferable.
- 2.2 Tender has been invited under 'Two Packet' system.
- 2.3 The intending Service Providers are advised to study the document carefully and acquaint themselves with the conditions therein as they shall form an integral part thereof.

- 2.4 The NIT document may be purchased from the office of NRTI on payment of Rs.1000/- (One Thousand only) in cash or in the form of Demand Draft on any Scheduled bank payable at Vadodara in favour of National Rail and Transportation Institute. The Bid document can also be downloaded from the NRTI's website (<https://nrti.edu.in>) but it will be the responsibility of the bidder to make proper sets and submit documents properly along with the requisite Bid document fee of Rs. 1000/-.
- 2.5 The proposal shall be filled-in by the Bidder neatly and accurately, as per **Annexure I**. Any corrections or overwriting would render the Bid invalid.
- 2.6 Conditional offer / offers which are not in conformity to the prescribed document will be summarily rejected.
- 2.7 All documents submitted with the NIT are to be furnished duly signed on all pages.
- 2.8 All the papers submitted along with Technical Bid (Packet-A) should be serially numbered on the top right hand corner of every page of the Tender Document. Part "A" of the Tender document should include the Earnest Money deposit, detailed proposal as per Form-I, Technical documents as at **Annexures I, III, V, VI and Form-2**, cost of the Tender document, copy of Memorandum and Articles of Association, Power of Attorney (optional). Packet "B" should contain 'Financial Bid' to be filled-in as per format in **Annexure II**
- 2.9 The name of the applicant and address should be mentioned on the reverse of the respective Demand Draft attached as EMD.
- 2.10 Technical Bid (Packet A) and Financial bid (Packet B) should be submitted in two different sealed envelopes clearly indicating applicant's name on both the envelopes and "Technical Bid for Engagement of Manpower Service Provider (Packet A)" inscribed on top of the envelope containing technical documents and "Financial Bid for Engagement of Manpower Service Provider"(Packet B) containing financial bid in the second envelop. Both these envelopes should be kept in another big envelope clearly indicating applicant's name and "Tender for engagement of Manpower Service Provider"(Main Envelope) inscribed on top.
- 2.11 At any time prior to the bid submission date, NRTI may, for any reason, whether at its own initiative or in response to clarifications requested by a Service Provider modify the document through the issuance of Addendum which will be given on NRTI website <https://nrti.edu.in> in not later than 7 days in advance to the last date of submission of NIT. NRTI may, at its discretion, extend the submission date.
- 2.12 The tenderer (s) downloading the documents from the website must keep themselves updated through the website <https://nrti.edu.in> regarding corrigendum/addendum, if any, to the notice inviting tender or the tender document which shall be uploaded on the website. The offers received without such corrigendum/addendum published shall be liable to be rejected.
- 2.13 Any offer received by NRTI after the Due Date and time shall not be considered under any circumstances. NRTI shall not be responsible for postal delays/loss.
- 2.14 Any failure on the part of Service Provider to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bid liable for rejection.
- 2.15 NRTI may terminate the Contract or disqualify if it is found that the Service Provider is black listed by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.



- 2.16 During NIT evaluation, NRTI may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and response shall be in writing, and no change in the price or substance of the bid shall be permitted in response.
- 2.17 No bid shall be modified or withdrawn by the bidder after the bid submission date. Withdrawal of an offer during the interval between bid submission date and expiration of the bid validity period would result in forfeiture of the EMD.
- 2.18 If it is discovered at any point of time that the Service Provider has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms, the offer will be cancelled by NRTI. In such an event, the Service Provider will not be entitled to any compensation whatsoever, or refund of any other amount paid by him and Service Provider shall be debarred for a period of two years for participation in all future projects of NRTI.
- 2.19 The cost of preparing the bid document including visits to the office of NRTI is not reimbursable.
- 1.2.20 **Term (Tenure) of Contract:** The contract will be initially for Two years which can be further extended by one year at a time, based on NRTI's requirement & performance of the Manpower Service Provider/Agencies. The decision for granting extension shall be the sole discretion of NRTI. The decision of NRTI in this regard shall be final and binding.

### 3 SUBMISSION OF PROPOSAL

- 3.1 Technical bid (Packet A) and Financial bid (Packet B) should be submitted in two different sealed envelopes, clearly indicating applicant's name on both the envelopes and "Technical Bid for engagement of Manpower Service Provider(Packet A)" inscribed on top of the envelope containing technical documents and "Financial Bid for engagement of Manpower Service Provider"(Packet B) in a format given in Annexure II in the second envelop, containing financial bid. Both these envelopes should be kept in another big envelope clearly indicating applicants name and "Tender for engagement of Manpower Service Provider"(Main Envelope) inscribed on the top.
- 3.2 The Technical bid duly signed on every page including annexures/appendices and accompanied by an Earnest Money deposit (EMD) of Rs. 5,84,400 (Five Lac Eighty Four Thousand Four Hundred Only) payable by Demand Draft drawn in favour of "NATIONAL RAIL AND TRANSPORTATION INSTITUTE" and issued by any Nationalized Bank or its subsidiaries shall be submitted.
- 3.3 The Technical and Financial bids should be signed by a duly authorized representative of the Agency / Manpower Service provider. It shall be certified that the person signing the tender bids is empowered to do so on behalf of the Company. A copy of the Memorandum and Articles of Association of the Company shall be attached to the proposal.
- 3.4 The person signing the bid or any documents forming part of the proposal on behalf of another or on behalf of a firm shall be responsible to produce a power of attorney duly executed in his favour, stating that he has the authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the proposal fails to produce the



said power of attorney, his proposal shall be liable to summarily rejection without prejudice to any other right of NRTI under the law.

- 3.5 The bid shall be filled in by the Manpower Service Provider neatly and accurately. Any unattested corrections or overwriting would render the proposal invalid.
- 3.6 Conditional offer/ offers which are not in conformity to the prescribed document will be summarily rejected.

#### **4 TENDER EVALUATION**

The entire process of evaluation of the offers shall be in two stages:

- a) **Stage I:** The Technical bid of all the offers that are received within due date mentioned herein shall be opened in presence of those Bidders or their authorized representatives who choose to be present at the time of opening of the tender. The Financial bid shall be put in a separate sealed cover signed by the authorized signatory of Bidders. The technical suitability of the Bidders shall be evaluated based on the verification of the document submitted by Bidder with the technical bid. The financial bid of only those Bidders shall be opened who are shortlisted in stage-1.
- b) **Stage II:** The date and time of opening of the Financial Bid –“Part B” shall be intimated to the shortlisted Bidders and shall be opened at such an appointed date and time in the presence of those Bidders or their representatives who choose to be present.

#### **5 SYSTEM OF AWARD OF CONTRACT**

Contract will be awarded to the technically suitable Manpower Service Provider quoting the lowest commission charges on basic cost as indicated in **Annexure-IV**. In case of more than one technically suitable bidder quoting similar lowest rate of commission, NRTI reserves the right to split the award, as deemed fit by NRTI.

#### **6 VOLUME OF WORK**

NRTI does not guarantee any definite volume of work or any particular service at any time or throughout the period of contract.

#### **7 DETAILED SCOPE OF WORK**

- i) The Agency / Manpower Service Provider shall deploy one well qualified Supervisor not less than graduate from recognized university to supervise its hired personnel and shall also maintain monthly report of the working of its personnel.
- ii) Agency / Manpower Service Provider has to provide services of outsourced persons from time to time as per demand of NRTI in various categories (**as per Annexure-IV**) at NRTI, NAIR Campus, Lal Baug, Vadodara - 390004, Gujarat and at the office of NRTU Foundation, Rail Bhavan, New Delhi. If the manpower is required at any other places, the same would be intimated by NRTI in due course. The essential

qualifications/skills/experience and Work profile required are enclosed as **Annexure-IV**.

- iii) The Agency / Manpower Service Provider shall, if and when so requested by NRTI, provide on 05 days notice, the required personnel at the premises, or any other office of NRTI, as may be required by NRTI, at the agreed rates.

## **8 TERMS AND CONDITIONS**

- i) It shall be the responsibility of the Agency / Manpower service Provider to verify the qualification and experience indicated by its hired personnel in their profiles. Candidates will be examined for performing the defined functions by NRTI; and NRTI reserves the right to verify and check the credentials and qualification of the hired personnel. If during the course of engagement of any hired personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Agency / Manpower Service Provider will have to terminate the service of such hired personnel immediately and shall provide suitable replacement within 03 days' time.
- ii) If the performance of the hired personnel provided by the Agency / Manpower Service Provider is unsatisfactory, NRTI shall give a notice of 10 days to the Agency / Manpower Service Provider to take necessary action to improve the performance of hired personnel and if the performance does not improve even after 10 days of such communication, the Agency / Manpower Service Provider shall provide a replacement acceptable to NRTI within 03 days.
- iii) The Agency / Manpower Service Provider shall be liable for payment of salaries and also undertake to comply with all statutory liabilities including payment/contribution towards all statutory dues connected and/or related to the employment of the hired personnel of the Agency / Manpower Service Provider at NRTI and shall keep NRTI indemnified at all times against all claims, liabilities, losses and consequences in relation thereto and comply with all statutory requirement and subject to deduction of any tax or other amounts as required by law or as provided herein. In case of any default in payment of statutory provisions by the Agency / Manpower Service Provider, NRTI shall be entitled to deduct the same from any amount outstanding or payable to the Agency / Manpower Service Provider and the monthly bill may not be processed.
- iv) The Agency / Manpower Service Provider shall make actual disbursement of salary to the outsourced persons in various categories; and in no circumstances the actual disbursement shall be less than the agreed amount without prior written approval of NRTI.
- v) The engagement of the Agency / Manpower Service Provider shall be subject to providing the agreed services to the satisfaction of NRTI. In case the services of the Agency / Manpower Service Provider are not found satisfactory, at the entire discretion of NRTI, the same can be terminated by NRTI on giving a notice of one month.
- vi) The Agency / Manpower Service Provider shall not terminate the hired personnel provided to NRTI unilaterally. In case any hired personnel are proposed to be replaced/ terminated by the Agency / Manpower Service Provider, such action should be taken only with approval of NRTI.

- vii) The Agency / Manpower Service Provider shall certify that the Agency / Manpower Service Provider doesn't have any relative/relatives employed in NRTI and provide details, if any, in the format as annexed in **Annexure-III**.

## **9 PAYMENT TERMS**

- i) The lump sum amount payable by NRTI to the Agency / Manpower Service Provider shall include the remuneration payable to the hired outsourced persons besides the commission payable to the Agency / Manpower Service Provider and applicable taxes (please refer Para 1.25 of Section-2 ibid)
- ii) The consideration, aforesaid, will be paid by NRTI to the Agency / Manpower Service Provider against monthly invoices raised at the end of each month by the Agency / Manpower Service Provider in duplicate within 15 days of receipt of bill/invoice. The invoice should also be accompanied by the actual pay sheet and the documentary evidence of the statutory deductions made and deposited, like EPF, ESIC etc from the salary of employees by the Agency.
- iii) Payment will be made on the basis of actual manpower deployed on the basis of requirement of NRTI which may vary at the discretion of NRTI. The Agency / Manpower Service Provider will not claim any compensation on account of same and will be paid as per actual Manpower deployed and rates specified in the Bid document.

## **10 OBLIGATION OF THE AGENCY / MANPOWER SERVICE PROVIDER**

- i) The Agency / Manpower Service Provider will, for the aforesaid purpose, continuously monitor the services being rendered by it to ensure that these are up to the standards required by NRTI.
- ii) The Agency / Manpower Service Provider would comply with the statutory requirements; rules and regulations applicable to hired outsourced persons engaged by the client and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- iii) The Agency / Manpower Service Provider shall adhere to and comply with all the laws that may be applicable to them and extend all the benefits/privileges as applicable to person engaged /employed by them. In case of any breach of any law, rules, notifications applicable to the employees of the Agency / Manpower Service Provider, the Agency/Manpower Service Provider alone shall be responsible and liable for any act(s) of omission and/or commission committed by any employee, agent for discharging the obligations under this contract. The Agency / Manpower Service Provider shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to NRTI regarding such compliances, if necessary and required, as per extant laws. For any reason whatsoever, if NRTI is constrained to bear any costs, on account of failure of the Agency/Manpower Service Provider to comply with any law, rules, notifications as mentioned above, the same shall be deducted from the amounts payable to the Agency/Manpower Service Provider under this contract.
- iv) The Agency / Manpower service Provider shall decide the modus operandi to engage manpower by them rendering proper and efficient services and to conform to the prescribed standards. The Agency / Man- power Service Provider shall submit a copy of



- the appointment letters issued by it to the hired outsourced person(s) placed at the office of NRTI for discharging defined activities/functions.
- v) No relationship of employer and employee shall be entertained between NRTI and the hired personnel engaged or outsourced by the Agency / Manpower Service Provider to NRTI. The Agency / Manpower Service Provider shall ensure that all the persons employed by them should be efficient, skilled, honest and conversant with the nature of the work as required. The Agency / Manpower Service Provider shall declare in the Appointment letters of the hired personnel provided to NRTI that they are not employees of NRTI and the appointment is based purely on short term requirement
  - vi) The Agency / Manpower Service Provider shall submit the experience certificate of the hired outsourced persons for the last two years and also verify and certify satisfactory character and antecedent records of them. Police verification of the manpower provided will be mandatory
  - vii) The Agency / Manpower Service Provider alone shall have right to take disciplinary action against any person(s) engaged/ employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against NRTI. NRTI shall, under no circumstances, be deemed or treated as the employer in respect of any person(s) engaged/ employed by the Agency / Manpower Service Provider for any purpose whatsoever nor would NRTI be liable for any claim(s) whatsoever of any person(s) of the Agency / Manpower Service Provider and the Agency / Manpower Service Provider shall keep NRTI totally and completely indemnified against any such claim(s).
  - viii) The Agency / Manpower Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules as amended up to date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this contract.
  - ix) The Agency / Manpower Service Provider shall maintain all Registers required under various Acts, which may be inspected by NRTI as well as the appropriate authorities at any time.
  - x) The attendance roll for the personnel deployed by the Agency / Manpower Service Provider at the premises of NRTI shall be monitored by the Agency / Manpower Service Provider. NRTI will also have a mechanism to verify the attendance roll as monitored by the Agency / Manpower Service Provider.
  - xi) NRTI reserves the right to increase/decrease the number of manpower under different categories depending on its requirement, during the period of Contract. Variation in the categories depending upon the requirement could also be varied.
  - xii) The outsourced Multi Tasking Staff (MTS) should be in proper uniform as specified by NRTI i.e. Sky Blue Shirt and Black Pants. Two pairs of Uniform and one pair of black Shoes should be provided annually by the Agency / Manpower Service Provider, with name badges. The cost of uniforms / shoes will be reimbursed by NRTI to the Agency / Manpower Service Provider on production of original bills and no commission will be paid.
  - xiii) The Agency / Manpower Service Provider shall provide Identity cards bearing the photographs to all the outsourced personnel deployed in NRTI at its own cost.
  - xiv) In case the outsourced personnel deployed by the Agency / Manpower Service Provider is found to be suffering from any disease which renders him unsuitable for the job, he



should be immediately replaced.

- xv) The Agency / Manpower Service Provider will, within 24 hours of receipt of such request, discontinue the services of the personnel merely on such a demand by NRTI without any demur, if the services of the personnel is found to be unsatisfactory on the grounds of moral turpitude, indulging in actions against NRTI or otherwise objected to by NRTI for any reason. NRTI will not be obliged to pay the amount in respect of the discontinued services of personnel.
- xvi) Notwithstanding anything contained herein, the Agency / Manpower Service Provider will be liable to adequately compensate NRTI for any loss or damage occasioned by any act, omission or lapse on the part of the Agency / Manpower Service Provider or of any persons deployed by it pursuant to the contract.
- xvii) The Agency / Manpower Service Provider is aware that the services similar to those covered by this contract are being or may hereafter be rendered in the premises by other entities also and will not, at any time, object to or interfere in any manner with the rendering of such Services by any other such entities.
- xviii) The Agency / Manpower Service Provider must also be able to arrange for the replacement of the existing hired outsourced persons as per the instruction of NRTI.
- xix) The engagement of hired personnel shall be purely on temporary and on contract basis. The Agency / Manpower service Provider shall, at all times, make it absolutely clear to the hired personnel engaged or outsourced through them in NRTI that such hired personnel of the Agency / Manpower Service Provider do not have any claim whatsoever for any regular employment in NRTI. Any hired personnel engaged or outsourced to NRTI can be removed at NRTI's absolute discretion without assigning any reasons, any time by giving notice to the Agency / Manpower Service Provider. The Agency / Manpower Service Provider will have to provide suitable replacement acceptable to NRTI within 3 day's time.
- xx) The services of the hired outsourced person engaged are liable to be transferred from one Department to another Department within the Institute without any extra remuneration, depending on exigencies of the work.
- xxi) The hired outsourced person shall at all the time maintain absolute integrity and devotion to duty and conduct himself/ herself in a manner conducive to the best interests, credits and prestige of NRTI.
- xxii) The Agency / Manpower Service Provider shall ensure that complete confidentiality is maintained by it and all its hired outsourced persons with regard to all information relating to NRTI, its premises, clients business, assets, affairs and employees and that neither the Agency / Manpower Service Provider nor its persons will at any time divulge or make known to any third parties, any trust, accounts, matters of transactions whatsoever pertaining to NRTI and its associate entities which may in any way come to their knowledge or attention.
- xxiii) The Agency / Manpower Service Provider shall ensure Police verification of the personnel deployed within 2 months of providing the services and confirm the same to NRTI.
- xxiv) The Agency / Manpower Service Provider shall keep NRTI indemnified and harmless from and against all disputes, claims, fines, penalties, litigations criminal as well as civil, if claimed/ initiated against NRTI on account of and/ or arising out of the failure of the Agency / Manpower Service Provider to adhere to any statutory requirement, or to

follow such rules regulations, guidelines or procedures as may be required under any statute or directive.

xxv) The Agency / Manpower Service Provider shall provide adequate insurance cover to the hired outsourced persons for death, disabilities, sickness etc. NRTI shall not be liable to pay or bear any premium/ compensation at any stage in respect of Insurance made by Agency / Manpower Service Provider to cover the risk (death, disability, sickness).

xxvi) Working Hours of the hired personnel provided by the Agency / Manpower Service Provider will be as given below:

The working hours will normally be 8 ½ hours including Lunch timing of half an hour for six days from Monday to Saturday in a week. The office timings shall be from 09:30 am to 06:00 pm. The deployed manpower should be available in the work station during the office time. However, on special occasions, the personnel may be required in the office beyond the working hours but the same shall be compensated on some other day.

The working hours of the, Multi Tasking Staff, and other Technical personnel will normally be for 9 ½ hours a day including Lunch timing of half an hour for 6 days a week and the office timings shall be 09:00 am to 06:30 pm. The deployed manpower should be available in the work station during the office time.

The working hours of the hired personnel of the Agency / Manpower Service Provider would be as specified by NRTI. These timings may thus be changed without any overall impact on the period of duty as per convenience or requirement of the Institute. The personnel would get the weekend off every week besides the National Holidays. Working hours should be regulated so that there is no requirement of overtime. However, administration of NRTI reserves the right to call the personnel on National / Gazetted holiday / Sunday. A compensatory off will be provided to the individual in the succeeding weeks in lieu of the same.

In case the hired personnel of the Agency / Manpower Service Provider comes late by 10 minutes up to one hour, before resuming duty he/she shall take permission from the immediate supervisor in charge. If they are late continuously on three occasions in a calendar month, half day leave will be debited from their account. If there is no leave in credit, then late coming will be treated as absent and proportionate wages will be deducted.

xxvii) One day paid Casual leave for every month during the period of contract of one year can be availed by the hired personnel of the Agency / Manpower Service Provider. Un-availed casual leave will lapse on last day of the contract year and cannot be encashed. Not more than 5 days Leave shall be granted at a time. (The permission to avail leave shall be granted by NRTI authorities). The privileges including Leave etc. as required under various legal provisions shall be so adjusted by Agency / Manpower Service Provider that CTC does not increase.

xxviii) All hired personnel of the Agency / Manpower Service Provider should maintain Mobile phone at their own cost or at the costs of the Agency/Manpower Service Provider. However, NRTI shall provide a lump-sum monthly amount for recharge of mobile phones. Such amount shall be decided by NRTI later.

- xxix) FIRST AID - The Agency / Manpower Service Provider shall maintain at readily accessible place, First Aid appliances including adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be available during working hours.
- xxx) Any damage, deterioration, loss caused to NRTI property due to negligence, carelessness on the part of the workmen employed by the Agency / Manpower Service Provider, shall be made good by the Agency / Manpower Service Provider at its own cost. If the Agency fails to do this, NRTI shall be within its right to affect necessary recoveries from the Agency / Manpower Service Provider's bill or through other means as per the law.
- xxxi) NRTI Administration shall not be responsible for any injury or loss of life or sickness of the workmen or of any individual involved in the contract (deployed by the Agency / Manpower Service Provider) during the course of their duties or out of their duty hours. Any statutory liabilities which may arise shall be to the Agency / Manpower Service Provider's account.
- xxxii) The Agency / Manpower Service Provider shall take out and keep in force a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed by the Agency / Manpower Service Provider for the purpose of carrying out the works of this contract.
- xxxiii) The Agency / Manpower Service Provider should note this provision especially in respect of the hired personnel deployed by him and should take necessary insurance cover and safeguards against the recognized risks for his worker/hired personnel. Any compensation to the hired personnel because of accidents during their duties will be payable by the Agency / Manpower Service Provider.

## **11. MANPOWER REQUIREMENT VARIATION**

Rates quoted in the Bid shall be valid for a variation in the requirement of manpower. In case variation is beyond 50% of the stipulated requirement, the rates for the additional number shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

## **12 RATES**

- i) Subject to clause- 11 above, the rates quoted and accepted by NRTI shall be firm and final during the currency of contract.
- ii) All statutory taxes and liabilities levied/leviable by the Central & State Government or any other governing authority/agency from time to time shall be borne by the Agency and later reimbursed by NRTI as mentioned in Para 1.25 of Section-2 ibid.
- iii) The salary to be paid to the hired personnel deployed by the Agency / Manpower Service Provider is based on minimum wages decided by Regional Labour commissioner/Gujarat from time to time and the salary shall stand revised to the extent of revision in minimum wages by the same Authority during the currency of contract and the difference in such salary shall be reimbursable by NRTI on submission of documentary Proof by the Agency / Manpower Service Provider to



the satisfaction of NRTI. The decision of NRTI will be final and binding.

- iv) The pay to be paid to the outsourced employees as indicated in **Annexure-IV** shall be inclusive of the deductions made by the Agency from the pay of the employees on account of EPF ,ESIC, Bonus etc. NRTI shall not bear the cost of these separately.

### **13 PAYMENT SCHEDULE**

- i) Payments will be made monthly by the NRTI as per the accepted rates, terms and conditions.
- ii) **On Account Payment**
- a) The Agency / Manpower Services Provider shall be entitled to be paid from time to time normally once in a calendar month by way of “On account” bills.
- b) The Agency / Manpower Services Provider shall submit the on-account bills by the date stipulated by NRTI supported with pay sheets. The Agency /Manpower Service Provider should also ensure that the statutory payments are made to the EPF (Employer & Employees contribution) and ESI(Employer & Employees contribution) accounts.
- c) After preliminary scrutiny and certification by NRTI, payment of the certified amount shall be made as early as possible (by NRTI). The amount certified shall account for all deductions, including statutory deductions, recoveries for advances and any amounts due from the Agency / Manpower Services Provider.
- (d) The payment to the Agency/Manpower Service Provide shall, thus, be made after deducting the applicable TDS (Tax Deduction at Source).

### **14 PAYMENT TO THE HIRED PERSONNEL DEPLOYED:**

All hired personnel deployed by the Agency / Manpower Service Provider should have a saving bank account and the Agency / Manpower Service Provider has to ensure that the remuneration of the hired personnel should directly be credited to their respective bank account by 5<sup>th</sup> of the following month.

### **15 PENALTY FOR AN AMOUNT OF Rs. 1000 to Rs.2000**

Penalty will be imposed by NRTI for the following lapses and the same shall be deducted from the due amount :

- a) Absence of the hired personnel;
- b) Any undisciplined behaviour by the hired personnel;
- c) Discourteous behaviour towards any officer or staff of NRTI;
- d) Not carrying out the duties listed in the scope of work in a satisfactory manner;
- e) Damage or stealing of any asset or property of NRTI, or officers and staff of NRTI;
- f) Penalty for some of the breaches in services will be as follows:-

<b>Type of Breaches</b>	<b>Amount of Penalty</b>
Multi Tasking Staff (MTS) not in proper uniform	Rs. 500/-per hired personnel per day
Failure in cleaning Work Stations	Rs. 500/-per work station per day
Failure to provide replacement within time frame	Rs. 2000/-per day

NRTI's decision with regards to the quantum of penalty shall be final.

**FORMAT FOR SUBMITTING NIT (NOTICE INVITING TENDER) BY THE AGENCY / MANPOWER SERVICE PROVIDER.**

**(To be submitted on letter head of Agency / Manpower Service Provider under signature of the authorized signatory)**

- (1) Name of the Recruitment Agency
- (2) Address with Telephone, Fax No. and Email Id
- (3) Details of incorporation under Companies Act(Attach Memorandum & Article of Association, Certificate of Incorporation)
- (4) Organization structure with location details in India and Manpower details.
- (5) Annual turnover of last three financial year (audited financial statement of last 3 years to be enclosed)
- (6) Details of services provided in terms of man month per year during the last three years.
- (7) PAN no.( attach documentary evidence)
- (8) Service Tax registration no.( attach documentary evidence)
- (9) Nos. of experts on the permanent roll of the Agency / Manpower Service Provider.
- (10) Details of satisfactory performance report from their clients (Attach documents)
- (11) Executive summary about the Agency / Manpower Service Provider

I/we hereby submit that the information submitted hereby is correct to the best of my/our knowledge & belief. My/Our agency has not been debarred by any Govt. department /PSUs for handling recruitment process. In case of any information/documents found to be false, fake or incorrect, NRTI is free to take action against my/our agency as deemed fit by them. I/we, do also hereby declare that I/we am/are not engaged in any activity which conflicts directly or indirectly with the proposed assignment. I/we further declare that during the currency of the contract, I/we will not engage in any such conflicting activity.

(Signature of authorized person with seal)

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Vadodara

**Note:** A signed copy of the proposal documents as acceptance of all terms and conditions of the proposal is to be enclosed along with technical proposal.

**FINANCIAL BID****(To be submitted on Bidder's Letter Head)**

**The Deputy Comptroller, HR,  
National Rail and Transportation Institute  
1<sup>st</sup> Floor, NAIR Campus,  
Lal Baug, Vadodara - 390004, Gujarat**

Subject: **Submission of Financial Bid (Packet B) for engagement of Manpower Service Provider**

**Name of the work:** Hiring of manpower services as Outsourced Personnel through Hiring Agency

**OFFER SHEET**

Sr. No	Description of Schedule	Basic cost (Rs.)
1	Hiring of Manpower services as Outsourced personnel through Hiring agency as per Annexure- IV	2,92,20,000/-
<b>Agency / Manpower Service Provider's lowest Commission /Charges on basic cost in terms of percentage may please be quoted below</b>		
<b>(i)</b>	<b>In Figures :</b>	
<b>(ii)</b>	<b>In Words:</b>	

The offer price for engagement of manpower service provider is inclusive of all taxes and duties as applicable except GST:

1. I/we accept the terms and conditions that have been clearly understood by me/us.
2. I/we understand that NRTI reserves the right to reject, accept or consider any offer without assigning any reason.
3. I/we have quoted the above bid amount for engagement of manpower service provider only.
4. In case of discrepancy in the amount quoted in words and figures the amount quoted in words shall be considered final.

Place:

Date:

Signature with Name and  
Address of Authorized Signatory



**CERTIFICATE OF NO RELATIVE BEING AN EMPLOYEE OF NRTI**

I/we, the undersigned, hereby solemnly declare and certify that I/we do not have any of our relative/relatives employed at NRTI except the names mentioned hereunder:

1. ....

2. ....

3. ....

4. ....

.....

And so on .....

- NOTE:-*1) Names, Designation, Name of the Office, Headquarter of the Tenderer (s) to be mentioned.
- 2) Relative at NRTI to be mentioned by the Tenderer (s) above.

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Vadodara

Signature of the Tenderer (s)

<b>NRTI : Details of Posts, Pay, Duties and Qualifications</b>							
Sl. No.	Name of the Post	No of Posts	Pay range for the post( in Rs.)	Average Pay (in Rs.)	Total Cost for 24 months (in Rs.)	Duties and Responsibilities of the Post	Essential and Minimum Qualifications
1	Public Relations Officer	1	(40000 to 60000)	50000	1200000	1) Media coverage of the institutional activities/PR metrics (web analytics), (2) Organizing and executing institutional events, (3) Liaisoning, campaign and promotional activities, (4) Research to support PR planning & strategy, (5) Working with designers for promotional contents/Ads, (6) Scheduling of travel programmes and arranging for the travel and accommodation of Officers & Faculties and (7) General administrative duties	Master's Degree in English or Mass Communication with minimum 55% marks or equal grades. Excellent verbal and written communication skills. Knowledge of Computer application preferably in video production and editing. Desirable - 2 years experience of similar profile in a reputed organization.
2	Administrative Assistant	8	(30000 to 45000)	37500	7200000	1) Assist Officers in the day-to-day activities. (2) Entering the data in the computer and keep it updated. (3) Assist the Dean and Faculty in academic activities, including maintaining of academic records, student records, pursue all student affairs such as enabling/holding of exams etc. (4) Co-ordinating the arrangements for visitors including traveling. Putting up Files & Proposals to the Officers.	Graduate in any discipline or its equivalent from a recognised University with Computer proficiency including MS Office, Spread Sheet etc. Serving/retired Govt. employees having sufficient experience in similar capacity and with good health. Capacity to prepare Office Notes and drafting of letters.
3	Junior Assistant	8	(25000 to 32000)	28500	5472000	Assist officers of NRTI office in day-to-day administration/ accounts/engineering/ HR works. This includes maintaining of Office records, accounts, documentation and ensuring serviceability of office equipments. Putting up Files & Proposals to the Officers.	Graduate in any discipline or its equivalent from a recognized University with proficiency in Computer Word Processing and spread sheet. Serving/retired Govt. employees having sufficient experience in similar capacity and with good health. Capacity to prepare Office Notes and drafting of letters.
4	Private Secretary	3	(40000 to 60000)	50000	3600000	1) Take dictation or note from the officers (2) To schedule meetings, classes and events, update in Google calendar 4) To make travel arrangements 5) To receive phone calls and messages and convey the same 6) To coordinate with Departments 7) To schedule and confirm appointments 8) To maintain the list of contact persons and,	Graduate in any discipline or its equivalent from a recognized Board or University. Minimum speed of 100 w.p.m in Stenography and computer proficiency with the knowledge of MS Office.

						<p>various project codes 9) To fix-up appointment with officials followed by regular follow-ups 10) To handle incoming and outgoing mails and couriers 11) To keep track on activities status on day to day basis. To maintain office confidentiality at all times.</p>	
5	Personal Assistant	2	(30000 to 45000)	37500	1800000	<p>1) Assist in day to day activities (2) classify and catalogue the documents 3) Type letters, take dictation from the reporting Officer, send emails, record meeting minutes, write reports, prepare presentations and paperwork for meetings and answer phone calls. To maintain office confidentiality at all times.</p>	<p>Graduate in any discipline or its equivalent from a recognized Board or University. Minimum speed of 100 w.p.m in Stenography and computer proficiency with the knowledge of MS Office. Serving/retired Govt. employees having sufficient experience in similar capacity and with good health.</p>
6	Superintendent (Accounts)	1	(30000 to 45000)	37500	900000	<p>1) Maintaining accounts of NRTI, dealing with NRTI Bank, maintenance of cash imprest, conducting bank reconciliation. (2) Financial Vetting of proposals and bills submitted by the various agencies/parties (3) Monitoring of salary and pay roll related activities, depositing GST, TDS and other returns to banks and liaising with the CA and Auditors. (4) Assisting Registrar and other Officers in accounts and financial matters.</p>	<p>i) Master's Degree or its equivalent from a recognized University, preferably in accounts/commerce with excellent academic record ii) Knowledge of Computer applications viz., Word processing spread sheet and accounting system. Preference will be given to the person who has worked in the Govt. Accounts Department. Desirable: Diploma in Taxation Serving/retired Govt. employees having sufficient experience in similar capacity and with good health.</p>
7	Student Activity & Sports Assistant	1	(30000 to 45000)	37500	900000	<p>1) To promote sports activities among the students in the university 2) To conduct annual sports competitions and other events, 3) To prepare agenda and convene meeting of the various sports clubs and University Sports Committee, and take consequential action thereon 4) To Purchase of sports equipments, articles etc (5) To</p>	<p>Bachelor's degree in Physical Education from a recognized University. Strong record of participation in college activities including arts, event management, sports etc. Preference to National /International medalists.</p>



						supervise the maintenance of all sports facilities (6) Any other duties assigned from time to time.	
8	Warden	1	(30000 to 45000)	37500	900000	(1) To manage needs of resident students in the hostel premises 2) To provide emergency assistance to the resident students 24*7 ) To maintain discipline in accordance with the NRTI rules and regulation framework 4) To Supervise day to day functioning of hostel 5) To perform any other activity assigned by the University management.	1) Bachelor's degree or Diploma from a recognized University/Institute. (2) 5 years overall and 3 years relevant experience at university/educational institution level will be preferred 3) Proficiency in use of spreadsheets and word processing applications will be desirable. Serving/retired Govt. employees having sufficient experience in similar capacity and with good health.
9	Deputy Warden	1	(26000 to 33000)	29500	708000	(1) To assist the warden in managing the needs of resident students in the hostel premises 2) To provide emergency assistance to the resident students 24*7) To maintain discipline in accordance with the NRTI rules and regulation framework 4) To assist in day to day functioning of hostel 5) To perform any other activity assigned by the Warden/or University management.	1) Bachelor's degree or Diploma from a recognized University/Institute. (2) 5 years overall and 3 years relevant experience at university/educational institution level will be preferred 3) Proficiency in use of spreadsheets and word processing applications will be desirable. Serving/retired Govt. employees having sufficient experience in similar capacity and with good health.
10	Multi Tasking Staff	15	(20000 to 23000)	21500	7740000	(1) Routine Office works/outdoor duties (2) Cleaning of Rooms, dusting of furniture in the Offices (3) Serving of Tea, Coffees & snacks in the Office (4) Movement of Files, papers/ drawings within and outside Offices. (5) Operations of various office equipment viz. photo-copier, Fax machine etc. (6) Horticulture activities (7) Any other work assigned by the Office authorities.	Educational qualification- minimum SSC or 10+2 from a recognized Board and physical fitness to undertake strenuous works. Serving/retired Govt. employees having sufficient experience in similar capacity and with good health.
		41		TOTAL	29220000		

**Self Certificate**

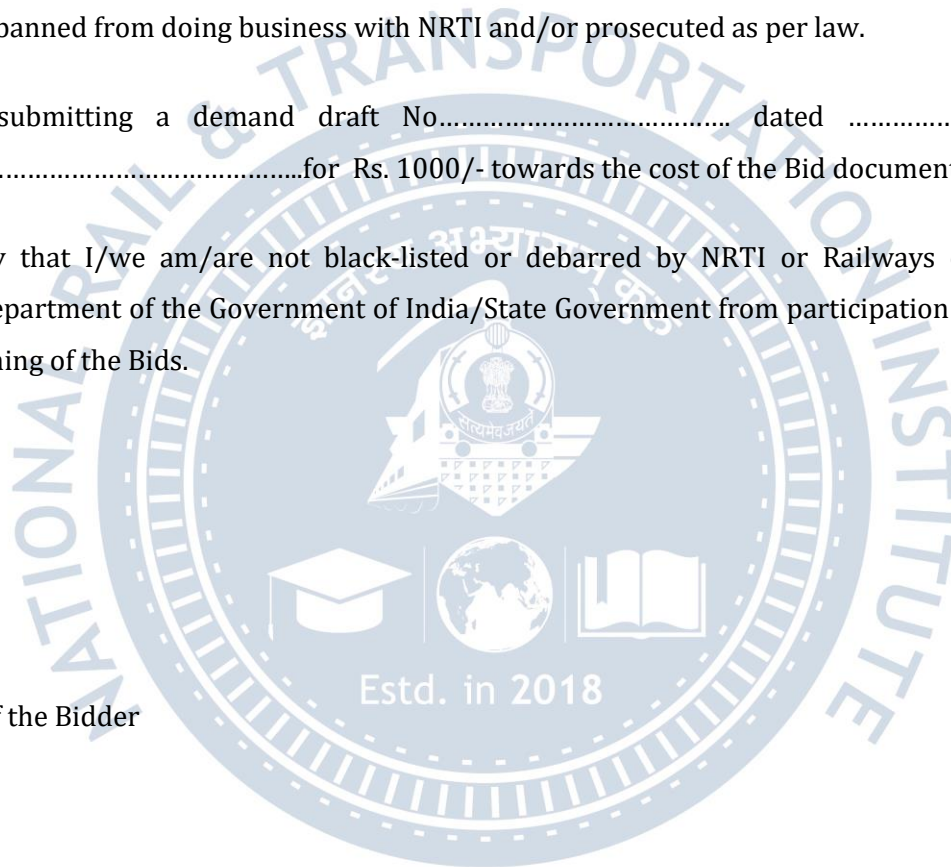
***[For downloading bid document through internet]***

I/we have downloaded the Bid Form from the website <https://nrti.edu.in> and I/we have not tampered/ modified the Bid documents in any manner. In case the same is found to be tampered/modified, I/we understand that my/our offer shall be summarily rejected and I/we are liable to be banned from doing business with NRTI and/or prosecuted as per law.

I/we are submitting a demand draft No..... dated .....issued by .....for Rs. 1000/- towards the cost of the Bid document.

I/we certify that I/we am/are not black-listed or debarred by NRTI or Railways or any other Ministry/Department of the Government of India/State Government from participation in Bid on the date of opening of the Bids.

Signature of the Bidder



Deemed to be University  
Vadodra

**PERFORMANCE BANK GUARANTEE**

To: **The Deputy Comptroller, HR  
National Rail and Transportation Institute  
1<sup>st</sup> Floor, NAIR Campus,  
Lal Baug, Vadodara - 390004, Gujarat**

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency, up to a total of \_\_\_\_\_ [*amount of guarantee*] <sup>1</sup> \_\_\_\_\_ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we unconditionally undertake to pay you upon your first written demand and without **cavil** or argument, any sum or sums within the limits of \_\_\_\_\_ [*amount of guarantee*]<sup>1</sup> 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 use.

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

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

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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



**BID FORM**

**Name of the Work:** Hiring of Manpower Services as Outsourced Personnel through Hiring Agency.

Bid No. NRTI/01/2019/Manpower Hiring

To: **The Deputy Comptroller, HR  
National Rail and Transportation Institute  
1<sup>st</sup> Floor, NAIR Campus,  
Lal Baug, Vadodara - 390004, Gujarat**

GENTLEMEN,

Having examined the bidding documents (including addendum), we offer to provide the services, described above in accordance with the Conditions of Contract, Specifications, and Bill of Quantities accompanying this Bid.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We also undertake that, in competing for (and, if the award is made to us in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that all the documents attached with the bid including the certificates attached in support of establishing our eligibility for the bid are true and we take entire responsibility for their truthfulness.

We also understand that if any document submitted by us is found to be false or forged the bid will be summarily rejected and if contract has already been awarded, the same shall be terminated forthwith by the employer/client. In addition to this the employer/ client will be at liberty to initiate process of blacklisting and/or initiate criminal proceedings against us besides forfeiting all the securities.

We hereby confirm that this Bid complies with the Eligibility, Bid Validity and Bid Security required by the Bidding documents.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: \_\_\_\_\_

Name of the Bidder Address

**Qualification Information**

The information to be filled-in by the Bidder will be used for purposes of post qualification (of the Bid). This information will not be incorporated in the Contract.

**1. For Individual Bidders**

1.1 Constitution or legal status of Bidder

**[Attach copy]**

Place of registration: \_\_\_\_\_

Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Bid

**[Attach]**

1.2 Total turnover during the last three years

and current FY (in Rs. Lakh)

2016 - 2017 \_\_\_\_\_ \*

2017 - 2018 \_\_\_\_\_ \*

2018 - 2019 \_\_\_\_\_ \*

2019- Till date \_\_\_\_\_ \*\*

\* Attach certificate from Chartered Accountant/client's certificate/copies of balance sheet.

\*\*Up to the date of opening of bid

1.3 Details of work / contract executed

Office Name	Name of the Employer*	Description of work / contract	Contract No.	Value of contract (Rs. in lakh)	Actual value of work / contract (Rs. in lakh)	Date of issue of work / contract order	Stipulated period of completion	Actual date of completion *
1	2	3	4	5	6	7	8	9

\* Attach certificate(s) from the Clients

1.4. Name, address, and telephone, Fax No. and Email Id of the Bidders' bankers who may provide references if contacted by the Employer/ Client.

**2. Additional Requirements**

2.1 Bidder should provide any additional information required to fulfill the requirements of the Instruction to the Bidders, if applicable.

**END OF DOCUMENT**



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