

TENDER

for

“Hiring of passenger vehicles”

Tender Notice No: ORIDL/Vehicle Hire/2025/02

Dt. /04/2025

BID DOCUMENTS

April- 2025



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ODISHA RAIL INFRASTRUCTURE DEVELOPMENT LIMITED

(A JV of Govt. of Odisha & Ministry of Railways)
6th Floor, IDCO Towers, Janpath, Bhubaneswar – 751022
Email : info@oridl.in, Website : www.oridl.in

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Signature of the Tenderer (Page 1 of 36)

CONTENTS

SECTION - I : Notice Inviting Tender.....	3-5
SECTION - II : Regulations for Tenders and Contracts.....	6-10
SECTION - III : Tender Form	11-12
SECTION - IV : Instructions to Tenderers (ITT).....	13-21
SECTION - V : Checklist.....	22-23
SECTION -VI : Special Conditions of Contract.....	24-29
SECTION- VII : General Conditions of Contract.....	30-31
SECTION- VIII : Tender Schedule.....	32-33
SECTION-IX : Annexures	34-36



6/12

Signature of the Tenderer (Page 2 of 36)

SECTION – I
Notice Inviting Tender



6/2

Signature of the Tenderer (Page 3 of 36)

ODISHA RAIL INFRASTRUCTURE DEVELOPMENT LIMITED

(A JV of Govt. of Odisha & Ministry of Railways)

No.: ORIDL/Vehicle Hire/2025/02

Date: /04/2025

Tender Notice

1. Managing Director, Odisha Rail Infrastructure Development Limited (ORIDL in abbreviation), 6th Floor, IDCO Towers, Janpath, Bhubaneswar-751022, invites bids in **Single Packet System** in prescribed forms from Travel Firms/Companies having requisite experience and capacity for execution of the works detailed in the table given below. The bidder is advised to examine carefully all instructions including addendum/corrigendum, conditions of contract, forms, terms, technical specification, Tender Schedule etc. in the bid document.

Sl. No.	Name of Work	Bid Security Rs.	Cost of Tender Form (Non-Refundable) Rs.	Completion Period
1	(A) Hiring of 2 AC vehicles of Zest/Tigor/Swift/Dzire/Xcent/Etios or similar segment vehicle for a period of Two years along with Driver, fuel, lubricants etc.	30,900/-	Nil	24 months
	(B) Hiring of 1 AC vehicle of Bolero /TUV300 /Ertiga or similar segment on daily rated basis as and when required along with Driver, fuel, lubricants etc.			

2. Tender documents should be downloaded from the website www.oridl.in/tender. Amendments/ Corrigendum/Addendum, if any shall be hosted on the website only. The tenderers must visit the website and ensure that such addendum(s)/ corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/ corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders.
3. The physical tender documents shall be submitted in a sealed packet containing Bid Security & the Bid document. The rates should be filled up in the column provided for this purpose in the Tender Schedule. The envelope containing the Bid documents should be super-scribed with the Tender Notice Number and should be submitted before **15.00 hours of 13/05/2025** in the Tender Box provided in the Office of Odisha Rail Infrastructure Development Limited, 6th Floor, IDCO Towers, Janpath, Bhubaneswar - 751022, Odisha. Tenders duly sealed in the prescribed manner

Signature of the Tenderer (Page 4 of 36)



above can also be sent through Registered Post/Speed Post/Courier so as to reach in this office **not later than the date and time of submission of tenders.**

Tenders shall be opened at the above office at **15:30** hours on the same day in the presence of the tenderers or their authorised representatives intending to attend the opening. Any tender received later than the date and time of submission of tenders shall be rejected.

4. The Bid Security can be deposited in any of the following modes:
 - (i) In the form of Pay Order/Demand Draft in favour of ODISHA RAIL INFRASTRUCTURE DEVELOPMENT LIMITED payable at Bhubaneswar.
 - (ii) Through Bank transfer to the following account:

 Name of Account : Odisha Rail Infrastructure Development Limited
 Current Account No. : 00000038164830943
 Name of Bank: State Bank of India, IDCO Tower Branch, Bhubaneswar
 IFS Code : SBIN0007891.
 Bidders have to submit Online Payment /NEFT/RTGS receipts along with the reference details along with their bid if payments have been made electronically.
 - (iii) Fixed Deposit Receipt issued by any Scheduled Bank in India in favour of Odisha Rail Infrastructure Development Limited.
5. **Any bid received without Bid Security in the form as specified in bid documents shall not be considered and shall be summarily rejected.**
6. Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.
7. ORIDL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept/reject/cancel tender without assigning any reasons thereof.
8. Bidder may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. In these cases, Bid Security of such bidder shall be forfeited. The decision of ORIDL in this regard shall be final and binding.
9. The validity of the offer shall be 60 days from the date of opening of the tender.
10. Tenderer can submit tenders only on the documents downloaded from ORIDL's website.

For and on Behalf of
Odisha Rail Infrastructure Development Limited,



(S. Panda)
Director (BD&F)

Signature of the Tenderer (Page 5 of 36)

SECTION – II
Regulations for Tenders and Contracts



6/2

Signature of the Tenderer (Page 6 of 36)

Regulations for Tenders and Contracts

1.0 Applicability: These instructions shall be applicable for this Tender.

1.01 Order of Precedence of Documents: In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Tender Schedule etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award
- ii. Tender Schedule (Schedule of Items, Rates & Quantities)
- iii. Special Conditions of Contract
- iv. General Conditions of Contract

1.1 Interpretation: These instructions to tenderers shall be read in conjunction with the General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

1.2 Definition: In these Instructions to tenderers the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- (a) "Odisha Rail Infrastructure Development Limited" / "ORIDL" shall mean the Joint Venture Company registered under Companies Act (CIN- U74999OR2017SGC026765) with its Registered office at Bhubaneswar or the Administrative officers of ORIDL authorized to deal with any matters, which these presents are concerned on its behalf.
- (b) "Managing Director" shall mean the Officer-in-Charge of the general superintendence and control of ORIDL.
- (c) "Engineer" shall mean the Director, General Manager, Addl. General Manager, Joint General Manager, Deputy General Manager or any other Officer of ORIDL designated by the Managing Director.
- (d) "Tenderer"/ "Bidder" shall mean the person / the firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with ORIDL and shall include their personal representatives, successors and permitted assigns.
- (e) "Works" shall mean the works contemplated in the schedules set forth in the tender forms and required to be executed according to the specifications.
- (f) Date of inviting tender shall be the date of publication in newspaper.

1.3 Words importing the singular number shall also include the plural and vice versa where the context requires.

2. Deleted.

TENDERS FOR WORKS

3. Tender Form: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form given in Section III (Tender Form).

4. Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer 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.



Signature of the Tenderer (Page 7 of 36)

5. Bid Security:

(1) (a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be as under:

Value of the Work	Bid Security
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Start-ups' shall be exempted from payment of Bid Security deposit detailed above.
- (iii) 100% Govt. owned PSUs shall be exempt from payment of Bid Security deposit detailed above.
- (iv) Labour Cooperative Societies shall deposit only 50% of above Bid Security deposit detailed above

(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to ORIDL.

(c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but ORIDL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

(2) The Bid Security shall be deposited in as mentioned in the "Notice Inviting Tender".

6. Care in Submission of Tenders:

(a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, 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 tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act

Signature of the Tenderer (Page 8 of 36)

to ORIDL immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, ORIDL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) ORIDL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

6.1 The tenderers shall submit a copy of Certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the Certificate to be submitted by the bidder is enclosed as **Annexure-II**. Non submission of a copy of Certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

6.2 The tenderer shall submit copies of GSTIN, PAN Card and ISO certificates if any along with the Tender.

CONSIDERATION OF TENDERS

7. Right of ORIDL to Deal with Tenders: ORIDL reserves the right of not to invite tenders for any work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

7A EVALUATION CRITERIA

1) If requisite amount of Bid Security in prescribed form is not submitted along with the Tender document, the tender proposal will not be evaluated.

2) The Bids will be evaluated based on the criteria mentioned in Para 11 of Instructions to Tenderers (Section IV) and other conditions laid down in the tender document.

3) Financial evaluation of the bids will be carried out based on the rates indicated in the Tender Schedule (exclusive of GST).

4) ORIDL will determine whether the Bids are complete, unqualified and unconditional. The rates indicated in the financial proposal shall be deemed as final reflecting the total cost of services. Omission if any in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Special Conditions of Contract (Section-V) within the total quoted price shall be that of the Contractor.

5) The successful bidder will be the one having lowest financial proposal (L1) and satisfying the above criteria.

Signature of the Tenderer (Page 9 of 36)



CONTRACT DOCUMENTS

8. Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of the Managing Director or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from ORIDL that the Contract Agreement is ready. The Contract Agreement shall be entered into by ORIDL only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases ORIDL may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and ORIDL shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

9. Form of Contract Document: Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor, and one copy given to the Contractor. The contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form given at Annexure- I.





 Signature of the Tenderer (Page 10 of 36)

SECTION – III
Tender Form



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Signature of the Tenderer (Page 11 of 36)

ODISHA RAIL INFRASTRUCTURE DEVELOPMENT LIMITED
TENDER FORM

Tender No. ORIDL/Vehicle Hire/2025/02

Dt. .04.2025

Name of Work: **"Hiring of passenger vehicles"**

To
 The Managing Director, ORIDL

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **60** days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for ORIDL, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **24** months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by ORIDL in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.

3. A sum of ₹ _____ has already been deposited as Bid Security. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by ORIDL that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Start-up firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a 100% Govt. owned PSUs and hence exempted from payment of Bid Security.

6. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of the Bid Security.

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

Signature of Witnesses:

(1) _____

(2) _____


 Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)
 _____

 Signature of the Tenderer (Page 12 of 36)

SECTION – IV

Instructions to Tenderers



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Signature of the Tenderer (Page 13 of 36)

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1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:

- (a) Tender Form
- (b) Instructions to Tenderers
- (c) Check list duly filled in
- (d) Special Conditions of contract
- (e) Terms of References /Technical Specifications
- (f) General Conditions of Contract
- (g) Schedule of approximate quantities (Bill of Quantities)

2. The Tender(s) shall quote his/their rates in Indian Rupees at the specified column in the Tender Schedule. ORIDL does not guarantee work under each item of the schedule. Any revision of rates/ rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

3. The Tenderer(s) shall quote his / their rates in the Rate Sheet. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of ORIDL. ORIDL does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates only at specified place in Tender Form specified by ORIDL. Any revision of rates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

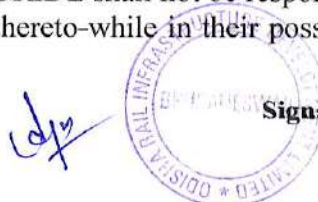
5. The works are required to be completed within a period of **24 (Twenty-Four) months** from the date of issue of acceptance letter.

6. Bid Security

(a) The tender must be accompanied by a sum of ₹ 30,900 (Rupees Thirty Thousand Nine Hundred only) as Bid Security in the manner as mentioned in tender documents, failing which the tender shall not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security on submission of Registration Certificate issued by appropriate authority.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days from the date of opening of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he/they will not resile from his/their offer or modify the terms and conditions thereof in a manner not acceptable to ORIDL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Bid Security for the due performance of the above stipulation, shall be forfeited to ORIDL.

(c) If his tender is accepted the Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but ORIDL shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto-while in their possession, nor be liable to pay interest thereon.



Signature of the Tenderer (Page 14 of 36)

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, ORIDL shall return the Bid Security so retained to the Contractor.

7. Rights of ORIDL to deal with Tender: The authority for the acceptance of the tender will rest with ORIDL. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor ORIDL to assign reasons for declining to consider or reject any particular tender or tenders.

8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates/ create circumstances for the acceptance of his / their tender, ORIDL reserves the right to reject such tender at any stage.

9. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, ORIDL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, ORIDL shall deem such tender as cancelled, unless the firm retains its character.

10. Deleted.

10.1 Deleted.

10.2. Deleted

10.3 Deleted

10.4 Deleted

10.5 Deleted

11. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) A copy of Certificate as mentioned in Para 6.1 of Section II
- (iii) Bank Account details of the Tenderer.

ORIDL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by ORIDL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by ORIDL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of ORIDL thereunder.

In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business for a period of up-to five years.

In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD) and Security Deposit available with ORIDL shall be forfeited. In addition, other dues of



Signature of the Tenderer (Page 15 of 36)

the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with ORIDL acting through the Managing Director, for carrying out the work according to General Conditions of Contract, Special Conditions / Specifications annexed to the tender.

14. **Documents to be Submitted Along with Tender:**

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company/ Registered Society / Registered Trust/HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

(ii) Following documents shall be submitted by the tenderer:

(a) **Sole Proprietorship Firm:**

(i) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or Govt. of Odisha from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(ii) **All other documents in terms of explanatory notes in clause 11 above.**

(b) **HUF:**

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

(ii) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or Govt. of Odisha from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(iii) **All other documents in terms of explanatory notes in clause 11 above.**

(c) **Partnership Firm:**

(i) The tenderer shall submit documents as mentioned in clause 18 of the Instructions to Tenderers.

(d) **Joint Venture (JV): (NOT APPLICABLE IN THIS TENDER)**

(e) **Company registered under Companies Act 2013:**

(i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(ii) A copy of Certificate of Incorporation



Signature of the Tenderer (Page 16 of 36)

- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or Govt. of Odisha from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (v) **All other documents in terms of explanatory notes in clause 11 above.**
- (f) **LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:
 - (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India or Govt. of Odisha from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (v) **All other documents in terms of explanatory notes in clause 10 above.**
- (g) **Registered Society & Registered Trust:** The tenderer shall submit:
 - (i) A copy of the Certificate of Registration
 - (ii) A copy of Deed of Formation
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) **All other documents in terms of explanatory notes in clause 11 above.**
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in ORIDL's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV/ Partnership firm etc. shall not be considered.
- (vi) ORIDL will not be bound by any change in the composition of the firm made subsequent to the submission of tender. ORIDL may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15. The tenderer whether sole proprietor, a company or a partnership firm / registered society / registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of 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, co-ordinate measurements through contractor's authorized engineer, witness

measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted **even if** such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

16. Deleted

17. Deleted

18. Participation of Partnership Firms in works tenders:

18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

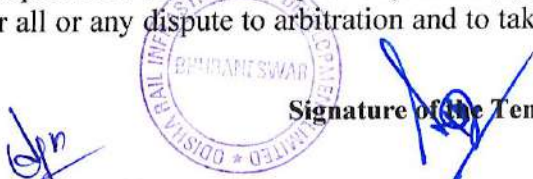
18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from ORIDL and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of ORIDL and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and action shall be taken as per Bid Security given by the tenderer.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and BID SECURITY of the tenderer will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform ORIDL beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be given by partnership firm as mentioned in tender document.

18.7 One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action

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Signature of the Tenderer (Page 18 of 36)

in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.

18.8 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

18.9 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

18.10 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to ORIDL for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to ORIDL during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/alterd/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of ORIDL, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of ORIDL.

18.11 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of partnership deed.

(ii) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India / any State Govt. from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(iv) All other documents in terms of explanatory notes in clause 11 above.

18.12 Evaluation of eligibility of a partnership firm:

Suitability of the firm shall be adjudged based on satisfactory fulfilment of the credentials laid down in clause 11 above by the Partnership firm:

19. Price Variation Clause of General Conditions of Contract shall not be applicable to this Contract.

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Signature of the Tenderer (Page 19 of 36)

(Signature) 
Signature of Tenderer(s)
Date _____

(Designation)
Date _____






Signature of the Tenderer (Page 20 of 36)

FORMAT-I

SL No.	Description of work	Name and address of the Employer	Contract No. and date	Date of award of work	Value of completed work (In Lakhs)	Penalty, if any, imposed for delay	Any other relevant information	Remarks
1								
2								
3								
4								
5								
6								

Note:

1. Please attach copies of the certificates issued by the client.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.



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Signature of the Tenderer (Page 21 of 36)

SECTION – V
Checklist



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Signature of the Tenderer (Page 22 of 36)

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CHECKLIST FOR SUBMISSION OF DOCUMENTS ALONG WITH THE TENDER DOCUMENT

Sl. No	Document	Reference Para No. of Tender Document	Reference Page No of Tender Document	Page Nos of submitted Bid to be filled by Tenderer
1	Document Bid duly filled up (Wherever required) and signed.	7A (i)	9	
2	Proof of transaction towards payment of Bid Security through NEFT/RTGS or FDR in Original	5 of Sec.I	5	
3	GST Registration Certificate	6(a) ii & iii, 6.2 of Sec.II	9	
4	Copy of PAN Card	6.2 of Sec.II	9	
5	ISO 9001-2008 certificate, if any.	6.2 of Sec II	9	
6	Certificate (as per format given in annexure-II)	6.1 of Sec II	9,36	
7	Tenderer's own bank account details (Account no., Name of Account holder, NEFT/ RTGS details)	11 of Sec IV	15	
8	Attested copies of the constitution of its firm such as Partnership deed (in case of partnership company), MOA, AOA etc.	14 of Sec IV	16,17,18	
9	Original Power of Attorney duly attested by Notary Public in favour of the person signing the tender documents or photocopy duly attested by Notary Public.	15 of Sec IV	17	
10	Rate Sheet		33	
11	Any other details sought through Instructions to Tenderers			



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Signature of the Tenderer (Page 23 of 36)

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SECTION – VI
Special Conditions of Contract



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Signature of the Tenderer (Page 24 of 36)

SPECIAL CONDITIONS OF CONTRACT

1) ORDER OF PRIORITY OF CONTRACT DOCUMENTS:

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e., a document appearing earlier shall override the document appearing subsequently:

- i. Letter of Award
- ii. Tender Schedule (Schedule of Items, Rates & Quantities)
- iii. Special Conditions of Contract
- iv. General Conditions of Contract

2) SCOPE OF WORK

2.1. Agency to ensure that vehicle deployed shall arrive at designated location on time. In an event of delay beyond 15 minutes, user shall have right to hire other taxi services (which may or may not be of similar hired car category). The fare charges shall be charged to service provider.

2.2. Agency to ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours.

2.3 In the event of break-down, servicing & repairs of the assigned vehicle to be done by the service provider at his/their own cost and he/they make alternate arrangement by providing similar or higher class of vehicle. Failure to do so will evoke penalty or possible termination of contract.

2.4 The Agency shall not be allowed to sub-let the contract.

2.5 The Agency shall only provide vehicles which have comprehensive Insurance.

2.6 Police verifications for the deployed driver shall be ensured by the Agency.

2.7 Agency shall update the log book daily with signature of vehicle user. After closure of contract, the log book should be handed over to ORIDL.

3) VEHICLE:

3.1 The vehicle should have commercial license. The vehicle should not be more than three years old as on the date of the commencement of the contract.

3.2 During replacement of the vehicle or Driver as the case may be, the Pass / id Card issued, if any, shall be surrendered.

3.3 The Agency will deploy the vehicle, which is well maintained, cleaned thoroughly both internally and externally. Vehicle shall be equipped with Medical Kit. The vehicle should have a mobile charger and ambient freshener.



Signature of the Tenderer (Page 25 of 36)

3.4 The Agency shall ensure that all Electrical connections including lights (both brake and front), horn, turn indicators, and other vehicle systems shall be periodically checked and maintained by Service Provider to avoid inconvenience to user.

3.4 Agency shall ensure that the vehicle is parked at the place as advised by ORIDL and should be available, when not in duty. If the vehicle needs to be away from the parking for some reasons like refuelling, petty repairs etc., it should be with the knowledge of the user.

3.5 The hiring may be discontinued immediately, when the vehicles are no longer required for office.

4) Driver Deployed:

The Agency shall be responsible for the acts and deeds of drivers of the vehicles that include the following:

4.1 Drivers possessing a valid commercial driving license shall be deployed by the agency.

4.2 Driver should wear uniform of White Shirts and White Trousers. The Agency shall provide at his/their own cost proper uniform and badges as per State Motor Vehicle Rules (amended up to date) and photo identity cards to the drivers.

4.3 The Driver deployed by the Agency should be polite and courteous to the users of the vehicle. Following may be construed as "Misbehaviour" and shall attract penalty as per provisions of the contract. Repeated instances may result in termination of services.

(a) Denial of duty during contract period, or during working days / periods as noticed by the user.

(b) Use of abusive language.

4.4 The Driver in no case shall report to duty in an inebriated state or consume alcohol while on duty. In such an event ORIDL shall have full rights to terminate the contract with immediate effect.

4.5 Driver must be provided with a working mobile phone by the Agency and contact number be provided to ORIDL.

4.6 Change in contact numbers either by the Agency or by the Driver should be reported to ORIDL forthwith.

4.7 The Driver shall be available at all the times during working hours.

4.8 Gossiping with guests and using mobile phone during driving is not allowed. In case of urgency, the Driver should park the vehicle with permission of the user and talk in the mobile phone.

4.9 As soon as the Driver is advised to attend any guest by ORIDL, the Driver should call / send SMS to the guest giving his mobile number and vehicle details. Charges for calls / SMS will be on Agency's account.



Signature of the Tenderer (Page 26 of 36)

4.10 Vehicle and Driver should not be changed frequently. Any such changes should be with prior permission from user.

5) Compliance of Statutory Rules & Taxes:

5.1 The Salary of the Driver, payment of Insurance, Road Tax etc. required for operation of vehicle in a State will be borne by the agency.

5.2 The Agency shall take comprehensive insurance cover with third party unlimited liability risk of the vehicle used by ORIDL. User shall not be liable for any damage whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of the vehicle.

5.3 The Agency shall be solely responsible for any claims by any third party and / or employees of user department travelling in the vehicle for any injuries caused by the driver of the vehicle whether by accident or otherwise.

5.4 ORIDL will in no way be responsible for violation of traffic rules and / or infringement of any other law for the time being in force, either by the Driver of the vehicle or by the Service Provider. The Driver as well as Agency shall comply with relevant rules and regulations of Motor Vehicles Act and Rules applicable at present or in future during the tenure of the contract and as may be enforced from time to time for which ORIDL should not be held liable / responsible in any manner whatsoever.

5.5 The Agency shall be responsible for ensuring compliance with the provisions related to Labour Law and especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act etc. as applicable from time to time. The employees of the Agency shall not be deemed to be employees of ORIDL and hence the compliance of the applicable acts/laws will be the sole responsibility of the Agency.

5.6 The Agency shall be responsible for any theft, misconduct and / or disobedience on the part of the drivers so provided by it

5.7 During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, that will be at the Service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Agency without any extra charge.

5.8 The vehicle deployed for duty in ORIDL shall at no point of time carry any unauthorised person without the prior approval of ORIDL.

5.9 The vehicle cannot be put to any private/commercial use beyond the duty hours or on holidays. Unauthorised use of the vehicle by the driver/service provider will lead to termination of the contract with immediate effect. The Agency has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.

5.10 The mileage count will start from the location of pickup and no extra kilometres from the garage to the pickup point will be provided. The mileage count will also terminate at the dropping point and not up to the garage.



Signature of the Tenderer (Page 27 of 36)

6) Liquidated Damage Clause:

For not providing vehicle in time, unable to provide another vehicle during break down, for frequent change of vehicles (change in vehicles in more than 3 occasions during particular month), Liquidated Damages @ Rs. 1000/- will be recovered per occasion in excess of 3 occasions from dues of the Agency. The liquidated damages so imposed will be deducted from the monthly bill of the Contractor.

7) QUOTED RATES

7.1 The quoted rates include monthly hire charge including driver's salary, major/ minor repairs & servicing of vehicle, cost of wear and tear and any other consumable required from time to time (except fuel and lubricant for which reimbursement will be made as per the Tender Schedule), all Taxes, Duties, Insurance, Road Tax, incidental charges etc. as imposed by central/state/local govt. bodies for running of the vehicle except GST. GST shall be paid separately as per the prevailing tariff.

7.2 The rate shall remain firm during the tenure of the contract.

7.3 The rates for the various items are to be quoted in the Tender Schedule contained in the tender document. The rates to be quoted shall be for the complete scope of work as described in the tender document. No additional amount except for the accepted rates in the Tender Schedule shall be payable for completing the total scope of work.

7.4 The quantities shown in the attached Tender Schedule are given as a guide and are approximate only and are subject to variation according to the needs of ORIDL. ORIDL does not guarantee work under each item of the Schedule.

7.5 For reimbursement of cost of diesel/petrol, reimbursement shall be made at the maximum rate of authorized outlet of Hindustan Petroleum, Bharat Petroleum or Indian Oil Corporation during the 1st week of the month (1st to 7th day of the month) for which the contractor has to submit the copy of the bill from such outlet of any date of 1st week of the month i.e. (1st to 7th day of the month). Reimbursement shall be at the rate given in the bill submitted by the contractor for the High-Speed variety of diesel/petrol.

7.6 The cost of lubricant shall be reimbursed assuming fixed consumption of 1 litre per 1000Kms. @ 250/- per litre of lubricant.

7.7 The vehicle shall be **used for all the days in a month including Holidays and** normally be used for 12 hours/day. However, Vehicle shall be given rest for 2 days per month for maintenance at the discretion of the employer, However, if the vehicle runs beyond 12 hours for work on any day, no additional payment shall be admissible on this account.

7.8 The vehicle shall be used for local as well as out station duties. In case of out station duty requiring night stay or overnight duty within project area requiring night halt, payment shall be made at Rs. 200.00 (Rupees hundred) only per night towards food/lodging of driver.

7.9 For claiming payment, contractor shall submit tax invoice along with log book duly certified by ORIDL's officer.



Signature of the Tenderer (Page 28 of 36)

- 7.10 TDS (Income tax) will be deducted from the monthly payment as per income Tax Act. Any other Tax / Duty Payable to Odisha Govt. will be on supplier's account. No Retention Money will be deducted from the bill.
- 7.11 The vehicle to be provided to ORIDL shall have valid documents pertaining to Commercial Registration, Insurance, taxes, pollution under control certificate, High Security Number Plates etc. as per applicable Local, State or Central Govt. laws and regulations.
- 7.12 In case of breakdown, alternate vehicle of the same status shall be provided by the Service Provider immediately, failing which the vehicle shall be treated as under unauthorized absence and Liquidated Damage shall be imposed as per Clause no. 6.
- 7.13 In case of any accident, information to that effect must be given to ORIDL, however, whole responsibility as per relevant Motor Vehicle Act shall be of the supplier and in no case ORIDL will take any responsibility, whatsoever it may be.
- 7.14 ORIDL shall have right to discontinue the vehicle by giving 15 (fifteen) days) notice at any time without giving any reason. No Claim, compensation etc. on this account shall be payable.
- 7.15 The Driver's salary and other elements of wage are supposed to be included in the rate quoted by the contractor and is to be borne by the contractor. Contractor / Service Provider shall follow all rules and regulations of applicable Labour laws.
- 7.16 If the bidder violates any of the terms of contract, ORIDL shall forfeit the entire amount of security deposit.
- 7.17 For any dispute settlement, the jurisdiction of court shall be at Bhubaneswar.

8) GST ON WORKS CONTRACT

- i. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to ORIDL immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- ii. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, ORIDL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- iii. Employer is registered with the GST Authorities. The GSTIN is 21AACCO4684M1Z7.



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Signature of the Tenderer (Page 29 of 36)

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SECTION – VII
General Conditions of Contract



Signature of the Tenderer (Page 30 of 36)

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract can be downloaded from the website of the Company at www.oridl.in/tenders/GCC. GCC of ORIDL is applicable to this Contract.



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Signature of the Tenderer (Page 31 of 36)

SECTION - VIII
Tender Schedule



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Signature of the Tenderer (Page 32 of 36)

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RATE SHEET

Rates to be quoted by the Registered Service Provider /Transporter /Travel Agency.

Name of Work: - Hiring of passenger Vehicles.

Sr. No	Description of the Works	Unit	Quantity	No. of Vehicles	Rate to be offered by the Bidder in Rs. (Without GST)**
1	Hiring of 2 AC Vehicle of Zest/Tigor/ Swift/ Dzire/ Xcent/Etios or similar segment along with Driver	Per Month Per Vehicle	24x2 = 48* Months	02	In figures Rs. _____ In words Rupees _____
2	Hiring of 1 AC vehicle of Bolero/TUV 300/Ertiga or similar segment on daily rated basis as and when required along with Driver	Per Day Per Vehicle	200* Days	01	In figures Rs. _____ In words Rupees _____

* The bidder has to provide 2 nos. of vehicle and may vary as per actual usage.

** **Rate for Sr. No. 1 above to be quoted per month, per vehicle by the bidder.**

Rate for Sr. No. 2 above to be quoted per day, per vehicle by the bidder.

- All rates and amounts are excluding GST. GST will be paid at the applicable rates over and above.
- The rates quoted for the above hiring of vehicle should be inclusive of Driver's wages, Insurance, all maintenance expenditure etc. complete except for Diesel/Petrol and Lubricants, which will be reimbursed as per table given below. However, GST on Taxable Invoice, Toll Tax and Parking Fees shall be paid extra by ORIDL on actual basis on submission of documentary evidence.

Fuel & Lubricant reimbursement (As per mileage/ltr fixed below)		
Brand	Fuel reimbursement	Lubricant reimbursement
Zest/Tigor/Swift/Dzire/Xcent/ Etios or similar segment AC Car	1 litre per 17 Kms	1 litre /1000 Kms
Bolero/TUV 300/Ertiga or similar AC segment	1 litre per 10 Kms	1 litre /1000 Kms

Signature of Tenderer



Signature of the Tenderer (Page 33 of 36)

SECTION – IX ANNEXURES



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Signature of the Tenderer (Page 34 of 36)

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ANNEXURE – I
Reference Para 9 of Section II

**ODISHA RAIL INFRASTRUCTURE DEVELOPMENT LIMITED
CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between Odisha Rail Infrastructure Development Limited acting through the Managing Director hereafter called the "ORIDL" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with ORIDL for performance of the works _____ set forth in the Schedule hereto annexed upon the General Conditions of Contract, corrected up to latest correction slips and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by ORIDL, the Contractors will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of ORIDL and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND ORIDL, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, ORIDL will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Contractor _____ (Signature)
Address _____
Date _____

Designation _____
(For ORIDL)
Date _____

Signature of **Witnesses** (to Signature of Contractor) with address:

Witnesses:



Signature of the **Tenderer** (Page 35 of 36)

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ANNEXURE-II
Reference Para 6.1 of Section II

FORMAT FOR CERTIFICATE TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of..... as per the tender No. of ORIDL, do hereby solemnly affirm and state on the 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 ORIDL's website www.oridl.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e., evaluation of tenders, execution of work or final payment of the contract, the master copy available with ORIDL Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in 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 same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not backlisted or debarred by Railways or any other Ministry Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer) **..... and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five years.
10. I/WE have read the clause regarding restriction on procurement from a bidder of a country which share land borders with India and certify that I am/we are not from such a country or if from such a country have been registered with the competent authority. i/we hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.



Signature of the Tenderer (Page 36 of 36)