TENDER

for

"Conducting Detailed Engineering Survey, Alignment Design, and Preparation of Detailed Project Report (DPR), Cost estimation and preparation of Land Plans and documents for land acquisition in connection with construction of new electrified BG Rail line from Bargarh Road to Nawapara Road in the state of Odisha in the jurisdiction of East Coast Railway."

Tender Notice No: ORIDL/Bargarh Road-Nawapara Road/DPR/1/2022 Dt.05/01/2022

Bid Documents

January- 2022

Cost of Tender Form: Rs. 5000+ GST @12% = 5600/-

ODISHA RAIL INFRASTRUCTURE DEVELOPMENT LIMITED

BHUBANESWAR

(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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SECTION – I Notice Inviting Tender



ODISHA RAIL INFRASTRUCTURE DEVELOPMENT LIMITED

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

No.: ORIDL/Bargarh Road-Nawapara Road/DPR/1/2022/

Dt.05/01/2022

 Managing Director, Odisha Rail Infrastructure Development Limited (ORIDL in abbreviation), 6th Floor, IDCO Towers, Janpath, Bhubaneswar-751022, invites bids in prescribed forms for execution of the works detailed in the table given below. Bidders are advised to examine carefully all instructions including addendum/corrigendum, conditions of contract, forms, terms, technical specification, bill of quantities etc. in the bid document.

Sl.	Name of Work	Estimated Cost	Cost of	Earnest	Completion
No.		of Tender Rs.	Tender Form (non-	Money Deposit	Period
	s s	NS.	refundable)	(Rs.)	
			Rs.	(143.)	
1	Conducting Detailed	1,37,94,963.00 *	5,000 + GST	Rs.2,18,980/-	06 Months
	Engineering Survey,		@12% =		
	Alignment Design, and		Rs.5,600		
	Preparation of Detailed				
	Project Report (DPR),				
	Cost estimation and				
	preparation of Land				
	Plans and documents for				
	land acquisition in				
	connection with				
	construction of new			,	
	electrified BG Rail line				*
	from Bargarh Road to				Al.
	Nawapara Road in the				
	state of Odisha in the				
	jurisdiction of East		4		
	Coast Railway				

*Excluding GST.

BHUBANESWAI

- 2. The tender document can be downloaded from the company's website (www.oridl.in/current-tenders/).
- 3. The physical tender documents shall be submitted in a sealed packet containing cost of tender form, Earnest Money Deposit & the Bid document. The rates should be filled up in the column provided for this purpose in the Tender Schedule (Section IX of tender document).
- 4. The envelope containing the Bid documents should be super-scribed with the Tender Notice Number and should be submitted before **15.00 hours of 07/02/2022** 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

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manner 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 07.02.2022 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 and shall not be evaluated.

- 5. The Cost of Tender Form (non-refundable) and EMD 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 containing 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. (For Earnest Money only. The cost of tender Form has to be paid as per (i) or (ii) above)
- 6. Any bid received without cost of Tender Form (Non-refundable) & Earnest Money Deposit in the form as specified in bid documents shall not be considered and shall be summarily rejected.
- 7. Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.
- **8.** 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.
- 9. 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. EMD (Bid Security) of such bidder shall be forfeited. The decision of ORIDL in this regard shall be final and binding.
- 10. The validity of the offer shall be 90 days from the date of opening of the tender.
- 11. Tenderers can submit tenders only on the documents downloaded from ORIDL's website.

For and on Behalf of Odisha Rail Infrastructure Development Limited,

BHUBANESWAR PROPERTY OF THE PR

(S.P. Samantaray) **Managing Director**

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$\label{eq:SECTION-II} \textbf{Regulations for Tenders and Contracts}$



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, Bill of quantities 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. Technical Specifications as given in tender documents
- v. Drawings
- vi. General Conditions of Contract
- vii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract
- viii. Indian Railways Unified Standard Specifications (Works and Materials) 2019 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- x. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- **1.1 Interpretation:** These regulations for Tenders and contracts 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 it's 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 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) "Limited Tenders" shall mean tenders invited from all or some contractors on the approved or select list of contractors with Railway.
- (f) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.
- (g) "Works" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to the specifications.
- (h) "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

- (i) "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.
- (j) 'Contractor's authorized Engineer' shall mean a graduate Engineer having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.
- (k) 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 endeavour 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.

5. Earnest Money:

(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 Earnest Money Deposit (EMD)

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 earnest money shall be rounded off to the nearest ₹100. This earnest money 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 earnest money deposit detailed above.
- (iii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit detailed above.
- (iv) Labour Cooperative Societies shall deposit only 50% of above earnest money 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 earnest money 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 Earnest Money 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 Earnest Money 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 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 all their statements/ documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-II**. Non submission of above 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 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. Two Packets System of Tendering (Deleted)

7A (i) Submission of Tenders

The physical tender documents shall be submitted in sealed packet containing Bid Documents. The rates should be filled up in the column provided for this purpose in the Tender Schedule (Rate Sheet) and submitted.

Completed tender documents shall be sealed in envelope super-scribing the Tender Notice no. as stated above (along with date and time of opening of tenders) and should be submitted before **15.00 hours of 07/02/2022** 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 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 for submission of tenders**.

Tenders shall be opened at the above office at **15:30** hours on **07.02.2022** in the presence of the tenderers or their authorised representatives intending to attend the opening. Any tender received later than the date and time for submission of tenders shall be rejected and will not be taken into consideration.

7A (ii) EVALUATION CRITERIA

- 1) The tender proposals will be summarily rejected if, Earnest Money Deposit and cost of Tender document in prescribed form is not submitted along with the tender document.
- 2) The Technical evaluation will be based on the Eligibility Criteria mentioned in Para 10 of Instructions to Tenderers and other conditions laid down in the tender document and Financial evaluation of the bid will be carried out based on the rates indicated in the Tender Schedule (exclusive GST).
- ORIDL will determine whether the Bids are complete, unqualified and unconditional. The rate indicated in the Rate Sheet 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 TOR(Section-VII) within the total quoted price shall be that of the Contractor.
- 4) The successful bidder will be the one having lowest financial proposal (L1) and satisfying the eligibility criteria.
- **7B**. Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

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 take action as per the Earnest

Money Deposit and recover 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 Annexure- I.



SECTION – III Tender Form



ODISHA RAIL INFRASTRUCTURE DEVELOPMENT LIMITED TENDER FORM

Tender No. ORIDL/BRGA-NPD/DPR/1/2022

Name of Work: "Conducting Detailed Engineering Survey, Alignment Design, and preparation of Detailed Project Report (DPR), Cost estimation and preparation of Land Plans and documents for land acquisition in connection with construction of new electrified BG Rail line from Bargarh Road to Nawapara Road in the state of Odisha in the jurisdiction of East Coast Railway."

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 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for action as per Earnest Money Deposit." 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 10 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 upto-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 ₹	To The Managing Director, ORIDL	
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 ₹	by the said conditions. I/We also agree to the date fixed for opening the same and Money Deposit". I/We offer to do the w hereby bind myself/ourselves to complete	keep this tender open for acceptance for a period of 90 days from in default thereof, I/We will be liable for action as per Earnest ork for ORIDL, at the rates quoted in the attached schedule and
of the Earnest Money 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 Startup firm registered by	to-date and to carry out the work accord materials and works as laid down by OR	ling to the Special Conditions of Contract and Specifications of IDL in the annexed Special Conditions/Specifications, Schedule
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 Startup firm registered by	of the Earnest Money shall stand forfe my/our Tender is accepted and if:	eited without prejudice to any other right or remedies in case
and Promotion (DIPP) and my registration number is	document; (b) I/We do not execute the contraby ORIDL that such documents are re	ct documents within seven days after receipt of notice issued eady; and
6. We are a Labour Cooperative Society and our Registration No. is	and Promotion (DIPP) and my registrati	on number is valid upto (Copy
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: Signature of Tenderer(s)	5. We are a 100% Govt. owned PSUs	and hence exempted from submission of Earnest Money Deposit.
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: Signature of Tenderer(s)	1	· ·
	binding contract between us subject to indicated in the letter of acceptance of my	modifications, as may be mutually agreed to between us and
(2)	(1)	Signature of Tenderer(s)
(2)	(2)	Date
Address of the Tenderer(s)		Address of the Tenderer(s)



SECTION – IV Instructions to Tenderers



- **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. Drawings for the Work:** The Drawing for the work can be seen in the office of the Managing Director at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
- 3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates as specified 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 / rebates only at specified place in Tender Form specified by ORIDL. 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.
- **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 **06** (**Six**) **months** from the date of issue of acceptance letter.

6. Earnest Money Deposit

- (a) The tender must be accompanied by a sum of ₹ 2,18,980.00 (Rupees Two Lakhs Eighteen Thousand Nine hundred eighty only) as Earnest Money deposited 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 Earnest Money on submission of Registration Certificate issued by appropriate authority.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 90 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, ORIDL is liable to take action as per Earnest Money Deposit furnished by the consultant/contractor.
- (c) If his tender is accepted the earnest money 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 Earnest Money 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 Earnest Money that may happen thereto-while in their possession, nor be liable to pay interest

thereon.

- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, ORIDL shall return the Earnest Money Deposit 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. Eligibility Criteria

10.1 Technical Eligibility Criteria

(a) The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

One similar work costing not less than the amount equal to 60% of advertised value of the tender.

Note-1 (for a):

Works are considered similar if the work consists of:

Preparation of Detailed Project Report including Selection of alignment using Total station / DGPS or latest digital electronic instruments and getting approval of Indian Railways/DFCC in connection with Construction of BG electrified railway lines

Note 2 (for para 10.1):

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

The list of similar nature of work completed by the tenderer should be furnished as per prescribed Format No-1 (page 25 of the tender Document)

10.2. Financial Eligibility Criteria: The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the advertised value of the tender. The advertised value of the Tender is Rs 1,37,94,963/- (excluding GST). The tenderers shall submit Certificates to this effect which may be an attested certificate from the concerned department, / client /or Audited Balance Sheet duly certified by the Chartered Accountant/ Certificate from Chattered Accountant duly supported by Audited Balance sheet.

Note-3 (for para 10.2)

Client Certificate from other than Govt. Organisation should be duly supported by Form 16A/26AS generated through TRACES of Income Tax department of India.

Details of contractual receipt during previous three financial year and the current financial year up to the date of opening of tender should be furnished as per prescribed Format No-II. (Page 26 of the Tender Document).

10.3 Deleted 10.4 Deleted 10.5 Deleted

[Explanation for clause 10 including clause 10.1 to 10.2 - Eligibility Criteria:

- 1. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- 2. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- 3. If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/component is more than required for fulfillment of credentials.
- 4. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- 4.A If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to subcontractor by a Govt. organisation or public listed company as defined in Note for Item 10.1 part-I of GCC, the same shall be considered for the purpose of fulfillment of credentials.
- 5. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
- 6. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A

had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

- 7. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- 8. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- 9. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
- 10. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
- 11. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
- 12. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
- 13. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- 14. In case company A is merged with company B, then company B would get the credentials of company A also.]

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) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc. regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) 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 in 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.
- (v) 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.
- (vi) (a) 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.
 - (b) 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), Performance Guarantee and Security Deposit available with ORIDL shall be forfeited. In addition, other dues of 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.
- (vii) Methodology for execution of works.
- (viii) Bank Account details of the Tenderer.
- 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 and Standard Specifications (Works and Materials) of Railway as amended/corrected up to latest correction slips, mentioned in Tender Document.

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 10 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 10 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
 - (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 of 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 10 above.
 - **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 10 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 be considered only where permissible as per the tender conditions.
- (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. Employment/Partnership etc. of Retired Government Employees:

- (a) should a tenderer
- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR



- ii) being partnership firm / joint venture (JV) / registered society / registered trust etc., have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, (the State Government for gazetted rank officers of State Governments), shall be clearly stated in writing at the time of submitting the tender.

- (b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, (the State Government for gazetted rank officers of State Governments) to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: - If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

17. JOINT VENTURE (JV) IN WORKS TENDERS (NOT APPLICABLE IN THIS TENDER)

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 Earnest Money Deposit 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 EMD 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 Earnest Money Deposit 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 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/altered/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 10 above.

18.12 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Clause 10 above by the partnership firm:

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

(Signature)	
	(Designation)
Signature of Tenderer(s)	Date
Date	



FORMAT-I

Deta	Details of Similar Works Completed In Last Seven Years										
SL No.	Description of work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of Completion	Date of actual completion	Value of completed work (In Lakhs)	Reasons for delays, if any	LD/ 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.

Seal & signature of Tenderer



FORMAT-II

	Proof of receipt of Contractual payments in the previous three financial years and the current financial year up to the date of opening of tender.					
SL	Year	Receipt of Contractual Payments				
No.		(In Lakhs)				

Note: The tenderers shall submit Certificates to this effect which may be an attested certificate from the concerned department,/ client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc.

Seal & signature of Tenderer



SECTION – V Check List



$\frac{\text{CHECKLIST FOR SUBMISSION OF DOCUMENTS ALONG WITH THE TENDER}}{\text{DOCUMENT}}$

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)	10	
2	Proof of transaction towards cost of Tender Document through NEFT/RTGS or Demand Draft in Original	5 of Sec.I	5	
3	Proof of transaction towards payment of Earnest Money through NEFT/RTGS or FDR in Original	5 of Sec.I	5	
4	GST Registration Certificate	6(a) ii & iii, 6.2 of Sec.II	9	
5	Copy of PAN Card	6.2 of Sec.II	9	
6	ISO 9001-2008 certificate, if any.	6.2 of Sec II	9	
7	Affidavit (as per format given in annexure-II)	6.1 of Sec II	9	
8	Methodology for execution of works.	11 (vii) of Sec IV	19	
9	List of Personnel / Organisation	11 (iii) of Sec IV	19	
10	Tenderer's own bank account details (Account no., Name of Account holder, NEFT/ RTGS details)	11 (viii) of Sec IV	19	
11	Attested copies of the constitution of its firm such as Partnership deed (in case of partnership company), MOA, AOA etc.	14 of Sec IV	19,20,21	
12	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	21	
13	Details of similar works completed in last 7 years (Format-I)	10.1 of Sec IV	16,25	
14	Financial Eligibility Criteria. Proof of receipt of Contractual Payments in the previous three financial years and the current financial year up to the date of opening of tender. (Format-II)	10.2 of Sec IV	17,26	
15	Any other details sought through Instructions to Tenderers			



SECTION VI Special Conditions of Contract



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. Bill of Quantities (Schedule of Items, Rates & Quantities)
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. General Conditions of Contract
- vii. Indian Railways Unified Standard Specifications (Works and Material) 2019 updated with correction slips issued up to date of opening of tender
- viii. IR Specifications/Guidelines
- ix. Relevant B.I.S. Codes

2) SCOPE OF WORK

Detailed Scope of work is specified in the Terms of Reference contained in Section VII of the Tender Document.

3) QUOTED RATES

The rates for the various items are to be quoted in the Rate sheet of 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. Any item of work included in the scope of work may not be exclusively described in Bill of Quantities. The rates to be quoted in the Rate Sheet shall also take care of all such items of work. No additional amount except for the accepted rates in the Rate Sheet shall be payable for completing the total scope of work.

General directions and descriptions of items are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract document shall be made before quoting rates in the Rate Sheet.

The quoted rates shall be inclusive of all the cost in fulfilling the scope of work, all incidental charges, cost of mobilization/demobilization of personal, equipment etc, cost of lodging/boarding /transportation, cost of attending meetings with ORIDL, Railway and other stakeholders at various places as per requirement, insurance for the contractors personal, taxes, duties except GST.

GST shall be paid as per the prevailing tariff.

The quantities shown in the attached Bill of Quantities 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.



4) METHODOLGY OF EXECUTION OF WORK AND SYSTEM OF WORKING

Along with the tender, the tenderer is required to submit a broad methodology of execution of works to fulfil the scope of work. On award of the work, the consultant / contractor will be required to submit a detailed methodology of execution of work for the approval of the Engineer.

Immediately on award of contract, the consultant / contractor will be required to depute their senior Personnel for discussion with ORIDL officials as regards the modalities of taking up the field work. On finalizing the modalities, the field teams shall be deployed to the work sites. During the survey/field work, the contractor has to carry out the work in close co-ordination with the employer's personnel and various agencies/various departments in Govt. of Odisha & Railways. The survey reference points shall be taken over from the concerned department in Railways /Survey of India/Govt of Odisha.

5) ACCURACY IN SURVEY WORKS

The survey work shall be done by competent and experienced surveyors well versed in surveying and shall be done in best professional manner. The consultant shall be responsible for the accuracy of the same.

6) CALIBERATION OF SURVEY EQUIPMENT

It shall be the responsibility of the Consultant/ Contractor to ensure that all the survey instruments deployed for the survey work are periodically calibrated and if required the necessary calibration certificates shall be furnished to ORIDL.

7) MOBILISATION ADVANCE

No mobilization advance shall be paid to the Contractor.

8) SUPPLY OF MATERIALS

Consultant/ contractor shall make his own arrangements at his cost for all materials required for execution, completion and maintenance of all items of work included in his scope of work to the complete satisfaction of the Engineer. Engineer shall not supply any materials nor shall assist for procurement of any materials required for execution, completion and maintenance of works.

9) SUPPLY OF PLANT AND MACHINERY BY EMPLOYER/ENGINEER

Consultant/ contractor shall make his own arrangements at his cost for all Plant and Machinery required for execution, completion and maintenance of all items of work included in the scope of work to the complete satisfaction of the Engineer. Engineer shall neither supply any Plant and Machinery nor assist for procurement of any Plant and Machinery required for execution, completion and maintenance of works.

10) LABORATORY AND TESING FACILITIES OF SAMPLES

The laboratory tests on samples shall be done through national reputed agency approved by ORIDL.



The Consultant shall have to arrange for all field / lab tests at his own cost for carrying out all the tests required, as per Specifications or as stated elsewhere in the contract, including supply of laboratory equipment and also provision of adequate number of qualified personnel, erection, maintenance and running of laboratory including all consumable like chemicals and reagents.

11) 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.

12) 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 in the manner prescribed in the General conditions of contract.

13) Employment/Partnership etc. of Retired Government Employees:

Should a tenderer be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in of any of the departments of Government of India or any of the State Governments, or should a tenderer being partnership firm / company / Joint Venture (JV)/ registered society / registered trust etc have as one of its partners a retired Engineer or retired gazetted officer as aforesaid, or should a tenderer being an incorporated company have any such retired Engineer or retired officer as one of its directors or should a tenderer have in his employment any retired Engineer or retired gazetted officer as aforesaid, the full information as to the date of retirement of such Engineer or gazetted officer from the said service and in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, or to take the employment under the Contractor, has been obtained by the tenderer or the Engineer or officer, as the case may be from the Government of India or concerned State Government shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired gazetted officer is so associated with the tenderer, as the case may be, shall be rejected.



14) PRICE VARIATION

No price variation shall be applicable in this tender till completion of the works, including time extensions, if any.

15) The measurements for works shall be done following the procedure mentioned in Para 45 (ii) of the GCC.

16) COMPLETION PERIOD, WORK PROGRAMME SUBMISSION AND COMMENCEMENT OF WORK AND DELAY & EXTENSION OF CONTRACT

- i) The work is required to be completed within a continuous period of **Six months** including monsoon period from the date of issue of letter of acceptance.
- ii) Within 7(Seven) days of the issue of Letter of Award and before the work is commenced; the Consultant/Contractor shall have to submit a detailed programme for each major element of the work, using the modern networking techniques for Project monitoring, for approval of the Engineer. The construction programme will show the general methods, arrangements, order and timing for all the significant activities in the works identifying the critical path for the work clearly.
- iii) The agreement or the approval of the programme by the Engineer shall not relieve the Consultant of any of his responsibilities to complete the whole works by the prescribed time.
- iv) The Consultant shall submit to the Engineer, for approval, an updated Programme, whenever the Engineer may so direct, to take account of the actual progress of the Contract Works so as to achieve completion either before the due date for completion or by the due date for completion or as soon as practicable thereafter. The Engineer may further require the Consultant to indicate the means by which the programmed progress will be achieved. If the Consultant does not submit an updated Programme within a reasonable period as indicated by the Engineer, the Engineer may withhold the payment of next on account bill until the overdue Programme has been submitted.
- v) In case of any delay in the completion period, the extension of the same shall be dealt as per clause 17-A & 17-B of General conditions of contract (GCC).

17. ACHIEVEMENT OF MILESTONE PROGRESS

In order to ensure progress during execution of the work, the Contractor will be expected to achieve the following milestone targets ahead of dates mentioned against each. Failure to accomplish milestone targets within allocated time frame, save for reasons accepted as valid by the Engineer-in charge, shall create and constitute ground for failure on the part of Contractor for maintaining progress of the work as per agreed programme sufficient enough to recover liquidated damage @ Rs 10,000/- per day after the due date of each mile stone, limited to amount as per GCC.



Mile stone Targets	Description of Mile stone To Achieve	Time Frame To Achieve Mile stone
Mile stone 1	Completion of BOQ Item No. 1	D1 = D+20 days
Mile stone 2	Completion of BOQ Item No. 2	D2 = D1+60 days
Mile stone 3	Completion of BOQ Item No. 5	D3= D2+ 30 days
Mile stone 4	Submission of draft DPR	D4 =D3 +20 days
Mile stone 5	Submission of Final DPR as per BOQ Item No. 10 after incorporating all comments of ORIDL on draft DPR	D5 = Date of issue of observation on DPR by ORIDL + 10 days

Note:

- 1) 'D' is the date of issue of Letter of Award by ORIDL to the Contractor.
- **18.** In the entire tender documents including General conditions of contract, the term "Contractor" wherever stated shall mean "Consultant"/ "successful Tenderer" and vice versa.



$\begin{tabular}{ll} SECTION-VII\\ Terms of References (TOR)/\ Technical specifications \end{tabular}$



TERMS OF REFERENCE (TOR) (TECHNICAL SPECIFICATIONS)

1. GENERAL

Odisha Rail Infrastructure Development Limited (ORIDL), intends to appoint the consultant/ contractor for carrying out Topographical survey, Aerial videography/ Mapping by Unmanned Aerial Vehicle(UAV)/ Drone, alignment design, preparation of Land Plans and Land Schedules, preparation of GADs of bridges, ROBs, RUBs, Level crossings etc., Yard Plans, Cost estimation, Bill of quantities and preparation of Detailed Project Report (DPR) in connection with new electrified BG rail line from Bargarh Road to Nawapara Road in the state of Odisha in the jurisdiction of East Coast Railway.

ORIDL will be the employer and the consultancy firm will be providing services to ORIDL. The standards of output required from the appointed agency/firm are to be of the highest standards both in terms of quality and adherence to the agreed time schedule.

Reconnaissance Engineering and Traffic (RET) Survey for the project has already been conducted by East Coast Railway. The proposed alignment and location of stations has been indicated in the RET Survey report. The consultant is required to examine the RET survey report and is expected to optimise the alignment and designs for achieving better economy in cost as well as time of construction.

2. PURPOSE AND AREA OF CONSULTANCY

The purpose of this consultancy is to study and start from what has already been reported in earlier reports of East Coast Railway as described at Para 1 above, verify them including through fresh survey including fresh detailed topography survey using DGPS and Total Station Instruments, Aerial videography/ Mapping by UAV/Drone, collect the hydrological data and design the waterway of bridges, design the alignment and formation levels, carryout Final Location Survey, prepare GADs and Engineering Drawings for a new Railway corridor taking off from Bargarh Road Station and merging with Nawapara Road Station.

The study will also cover the proposed stations and their locations, design of yard layouts depending upon the traffic projections. Given route length of 142 Km is approximate from starting station to the ending station and the Consultant is required to finalize the exact and optimum route length and track length under the scope of this contract.

3. SCOPE OF SERVICES

(i) To conduct desk study of earlier survey reports, railway alignments, data, drawings and plotting the earlier alignments including suitable and 3 alternate connections with either end in consultation with ORIDL and ECoR on Google Earth/KMZ format and broadly checking whether the route selected earlier is the best one and prepare other possible alternatives for decision.



- (ii) To study the proposed serving stations, identification of locations for bridges, cross-drainage structures, level crossings / ROB / RUB and marking of high tension/low tension wire and any road crossing etc.
- (iii) To carry out detailed topographical field survey with use of DGPS and Total Station or such other latest equipment, to design the proposed alignment with a maximum Ruling Gradient of 1 in 100 (Compensated).
- (iv) Topographical survey is to be carried out for 50m on either side of the centre line of the proposed alignment.
- (v) Ground survey using traditional methods along areas such as river crossings etc., including 2 km (1km on each side of the centre line) along all the river crossings with river cross sections surroundings or alternate acceptable method taken at every 200m.
- (vi) To carry out soil survey by sampling at suitable intervals in order to obtain a fair idea of the soil classification and characteristics on the proposed route. Geophysical survey may be done in rocky terrain.
- (vii) In the case of passage through hills, the geological characteristics of the country should be investigated, particularly in respect of the probable stability of the line.
- (viii) To investigate and record the type of foundations required for Important bridges.
- (ix) To survey water courses, collect hydrological data for computation of flood discharge, to design the bridge openings and fix exact location of bridges on the alignment for proper drainage.
- (x) Investigations should be made of bunds, bunded streams and irrigation works in the vicinity of the projected line which might affect the future safety of the line. In arriving at decision on the waterways, due regard should be paid to these works and consider the alternative of altering or diverting the bunds, irrigation streams etc., even it would mean incurring some expenditure on such alternations, if that would save a larger expenditure on the waterways.
- (xi) Connecting GTS benchmark and carrying out check levelling & establishing permanent bench marks and fixing TBMs on every 500 m along the proposed alignment and yards.
- (xii) To collect GPS coordinates along the proposed / possible alignments and spot levels to establish X, Y, Z co-ordinates along the alignment and taking co-ordinates of station yards as may be required for the purpose setting out and construction of the proposed railway alignment, including boundaries.
- (xiii) The centre line finally located should be marked out by Concrete pillars at every 100 metres. The concrete pillars should have their numbers painted or stamped on them in figures. The numbers painted on the pillars should indicate hundreds of metres; thus 25 would mean a distance of 2500 from the zero chainage.



- (xiv) Concrete pillars should be fixed at the tangent points of curves and chainage of the alignment shall be distinctly marked. Bench marks should be left at interval about 500mts along the Centre line and in the yards. Bench marks should be provided near all bridges, tunnel sites (if any) and road crossings. All these together with identifiable points should be indicated on plan so that their location can be picked by subsequent survey parties.
- (xv) To prepare following plans and sections:
 - a) index plan on a scale of 0.5Km to 1 cm (horizontal) and 10m to 1 cm (vertical) for the entire section.
 - b) index section on a scale of 50m to 1cm (horizontal) and 5m to 1cm (vertical) for the entire section.
 - c) To prepare map of the area on a scale of 25Km to 1 cm
 - d) Index map on scale of 2.5km to 1cm.
 - e) Detailed plans and sections of 0.1km to 1cm (horizontal) & 10m to 1cm (vertical).
 - f) Plans of Station yards
 - g) Detailed Drawings of Structures
 - h) Plans of Junction arrangements
 - i) Cross sections at every 50m showing rail level, ground level, formation level, etc.
 - j) Longitudinal section showing existing ground levels, rail levels and proposed formation levels at every 20m interval all along the approved alignment.
- (xvi) S&T and OHE drawings complete for all elements and structures for the project construction as per extant Railway standards and circulars.
- (xvii)To prepare Cost estimates for the project including all Civil, Electrical, Signalling and Telecommunication works, Bill of Quantities along with rate analysis/basis for the rates.
- (xviii) Data of TPs, vertical, horizontal and transition curves formation levels and gradient list etc., are to be submitted.
- (xix) To survey and prepare GADs for all bridges including ROBs, RUBs, LHs etc.
- (xx) To prepare GAD for bridges, ROBs, RUBs, railway yards, junction arrangements, flyovers, station buildings, platforms, service buildings, staff colony, structure, Level Crossings, etc and drawings of electrical crossings.



- (xxi) General Arrangement Drawings for major, important and minor bridges should be submitted along with original in polyethylene sheets/tracing cloth/film and soft copies (in CDs) as per direction of Engineer-in-Charge.
- (xxii)To prepare Detailed Project Report covering above details and confirming to the guidelines given in Engineering Code of Indian Railways.
- (xxiii) Marking of rail corridor for Land plans and land Schedules for land acquisition on Mouza map, with details of land ownership (forest, revenue or private), Khasra details and collection of authenticated signed documents from revenue and forest and other concerned authorities including digitization of the same.
- (xxiv) Preparation of rehabilitation and resettlement plan, preparation of land width plans based on forest, agriculture, rural and urban position and land schedule based on Khasara maps including digitization of the same as per the relevant Land Acquisition Acts.
- (xxv)Flying height of the drone (UAV) should be approximately between 20m to 100m as per requirement for clear details capture. Oblique aerial videography to be done with angle of 45 degrees 30 degrees or as per best practices (for best result.)
- (xxvi) Digital Image data captured to be geotagged for the entire proposed alignment and the video should be properly merged for seamless video (1920X1080 full HD format) with labelling of details annotations, along the proposed alignment, latitude and longitude etc.
- (xxvii) Digital data/image should be taken from high -resolution camera (4K resolution) and running video recording should be preferably in speed range of 20-25 kmph.
- (xxviii) Drone videography should be submitted in storage device (pen drive) for official use and should be properly labelled. The copy of the same should neither be given by the agency to any third party, whatsoever for any purpose nor should retain by them to avoid any possible misuse.
- (xxix) To make presentations, concept drawings etc., for discussions with Railways and ORIDL whenever required at Bhubaneswar/Sambalpur or as may be requested up to maximum 4 times during the period of contract and carry out changes in the draft survey report as per the observations in consultation with ORIDL.
- (xxx)To assist for obtaining approval of DPR by railway authorities by way of attending meetings at Bhubaneshwar, Divisional headquarters, Kolkata or as may be required and replying their queries and including revision and supplementary details of the Detailed Project Report until all approvals are received.



4. Other Supports

Scanning, Digitization, Geo-referencing (w.r.t WGS-84 co-ordinate system) of Survey of India (SOI) topo maps/ Geological maps/ forest maps/ revenue maps etc. and their use in design of the alignment for identification of environmentally/ geologically sensitive areas and for preparation of land acquisition/ forest clearances plans as per direction of Engineer. The Consultant shall procure, collect and use the relevant maps from the concerned agencies.

5. DELIVERABLES

Volume – I Part 1 : Detailed Project Report: This report will cover all the above said parts in brief including Executive Summary that will include the project background, social analysis of the project, details of surveys and investigations carried out, final location survey report along with coordinates of centre line, alignment design details, L-section and plan and the proposed land boundary, analysis and interpretation of survey and investigation data, detailed cost estimate, traffic survey report (already carried out by ORIDL), availability of labour & material, land acquisition required and its ownership (whether private, forest or revenue), approx. assessment of affected families, and other features like sanctuary/wild life that may need environmental clearance along the alignment, economic analyses and conclusions, brief accounts of the findings of the study and recommendations. This part will also include maps, alignment shown on the toposheet, charts and diagrams based on topographic survey showing locations and details of track features like GADs of stations, yards, bridges, ROBs/RUBs, level crossings, cross drainage works, their conceptual plan along with junction arrangement and signalling features, Power supply arrangements and preliminary OHE design.

Volume – I Part 2: Rate analysis and cost estimate: This part will present the analysis of rates for all items of works. The details of unit rate of materials at source, carriage charges, any other applicable charges, labour rates, and machine charges as considered in arriving at unit rates will be included in this volume. This part will also include detailed estimate indicating the cost of each item of work.

Volume – I Part 3: Drawings: This part will have all drawings forming part of the Detailed Project Report.

Volume – II Part 1 Village wise Land Acquisition data (private land and Govt. land): This part will give the details of land to be acquired along with strip plans showing the rail corridor and encumbrances on certified Mauza maps and all necessary documents (Form 10 etc.) duly certified by the concerned department for verification as per the relevant land acquisition Act.

Volume – II Part 2 Village wise Land Acquisition data (Govt. Forest land and revenue Forest land): This volume will have the necessary Forest management Maps, Plot of alignment on the same, Forest and revenue forest patches marked. Area calculation etc.



The basic data obtained from the field studies and investigations and input data used for the preliminary design shall be submitted as an Appendix.

All the above said reports will be submitted in four copies each.

The CDs containing all basic as well as the processed data from all field studies and investigations, reports, appendices, annexures, documents and drawings shall be submitted to Employer at the time of submission of Final report.

NOTE:

- i. Topographical Survey Plans with contour in DWG format for the route alignment.
- ii. The final CAD output should be compatible with AutoCAD software and similar in hard and soft copies in desired numbers.
- iii. Survey reports with all drawings and data covering entire scope of work will be submitted in editable format (e.g.MS-Word, MS-Excel, AutoCAD etc. as may be applicable) in hard and soft copies in desired numbers.
- iv. Daily, weekly and monthly reports shall be prepared and submitted by agency.
- v. Method statement and Work Schedule before start of work to be submitted.

6. Design Standards/ Technical Specifications:

General

These specifications to be followed while designing and execution of works under the contract or otherwise directed by the Engineer.

Codes and Specifications

The abbreviations mentioned elsewhere for standard specifications and code of practices shall be considered to have the following meaning.

BIS	:	Bureau of Indian Standard of the Indian Standards Institution.			
IRS		Indian Railway Standard Specifications and Code of Practices.			
IKS	•	indian Kanway Standard Specifications and Code of Fractices.			
GCC	:	General Condition of Contract			
IRC		Indian Roads Congress.			
		Research, Designs and Standards Organizations (RDSO) (Ministry of			
RDSO	:	Railways)			

Reference of standard specification and relevant IS codes

- 1. The works shall be carried out to the relevant I.S. Codes of practice and other specifications. Relevant specifications are as follows
- 2. RDSO's specifications for earth work in formation vide 2003 July.
- 3. IS: 10379-1982- Code of practice for field control of moisture and compaction of soils for Embankment and Subgrade.



- 4. Specifications for Mechanically produced Blanketing Material for Railway Formations including Guide lines for laying- Specification No.: GE: IRS- (Final) July-2005
- 5. IS.2720 (Pt. XIV) 1983
- 6. IS:2720 (Pt. VIII)-1983 and all parts latest revision with up-to-date correction slips for IS method on testing of soil
- 7. IS: 3764-1992 code for safety for excavation work.
- 8. IS 13416: 1992 Code for preventive measures at work place
- 9. I.S. Code of practice for plain and reinforced concrete for general building construction (IS-456-2000)
- 10. IRS code of practice for plain concrete construction 1982.
- 11. IS 4926(Ready Mixed Concrete)
- 12. IS:3558-1983 Code for use of vibrator
- 13. IS 7861 Part I & II Code for extreme weather concreting
- 14. IS 12468:1988 Code for general requirement for vibrators for mass concreting
- 15. IS 9013 -1978 Code for method for making curing and determining compressor strength of concrete test.
- 16. IS:516 1959 Code for test of concrete
- 17. I.S. Code of practice for use of structural steel in general building construction (IS-800-1984).
- 18. IS 1786-1985 (grade Fe 415/ Fe 500)
- 19. I.S. specification for fine and coarse aggregate from natural sources for concrete IS-383-1970 and IS-515 & 516-1959 latest with up-to-date correction slips.
- 20. IS: 2430:1986 Code for sampling of aggregate for concrete
- 21. IS:2386-1983 all relevant parts (Code for testing aggregate for concrete.
- 22. RDSO specification of Track ballast, June 2004
- 23. Indian railway schedule of dimensions 1676mm (5'6") gauge 1939 reprinted in 1979.
- 24. I.S. Specifications for medium quality galvanized mild steel continuous welded cables conforming to IS-1239-1979. (latest edition)
- 25. IS:226-1975 specifications for structural steel latest edition.
- 26. Indian Railways Permanent Way Manual (IRPWM).
- 27. Indian Railways Track Manual.
- 28. Indian Railways Engineering Codes.
- 29. Indian Railways Ultrasonic Testing of Rails and Welds 30. Indian Railways Aluminothermic welding by SKV process.
- 30. Indian Railways manual of instructions for fabrication, installation and maintenance of Glued Insulated Rail joints.
- 31. Indian Railways Manual for Flash Butt Welding of rails
- 32. Indian Railways Manual CE-1000 Guidelines on Handling of Rails-July 2000 Issued by RDSO.
- 33. Other approved drawings and latest relevant IS, IRS, IRC, RDSO and ISI etc. codes of practice required to complete the work.



34. The above list is indicative and the items in the BOQ governed by standard specification /code are to be executed accordingly.

Wherever a reference is made to any of the standard specifications and code of practice it shall be taken as a reference to the latest versions/revision of the same and shall include all the ERRATA/corrections made in the same from time to time.



SECTION - VIII General Conditions of Contract



GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract January 2022 of ORIDL as amended from time to time will be applicable to this tender which can be downloaded from the website of the Company at https://oridl.in/wp-content/uploads/2022/01/ORIDL-GCC-Jan-2022.pdf



SECTION - IX Tender Schedule



	Execution of all works as per Schedule A					
Sl. No	Activity	Description of Item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	Desk Study of Alternatives	Desk study of earlier survey reports, railway alignments, data, drawings as per the purpose area scope of work defined in the TOR and plotting the earlier alignments including suitable and alternate connections in consultation with Zonal Railway/ORIDL in suitable format, including in/on Google Earth/KMZ format.	Kilometre	142	2920.00	414640.00
2	Topographical Survey and Detailed Survey	Detailed topographical field survey of the area with total station or such latest digital equipment along the final route, the plotted alignment with topographical details and proposed features in suitable digital format together including in/on Google Earth KMZ format. Establishing horizontal and vertical control points collecting details of lands, PAP, marking of rail corridors, electrical crossings, buildings, hydrological data collection for fixing of waterway for bridges, verification of proposed bridge openings, road crossings, RUBs and ROBs etc., Soil survey along the alignment and submission of draft survey report along with raw survey data as per the scope of work defined in TOR [3 (ii) to (x)] and submission of draft report.	Kilometre	142	25526.00	3624692.00
3	Fixing of Benchmarks	Connecting GTS benchmark and providing & fixing of 300 x 300 x 1000 mm RCC (1:2:4) permanent bench mark pillars nearer to alignment and fixing of TBMs as per the scope of work defined in TOR [3 (xi) to (xii)].	Kilometre	142	2032.00	288544.00



	T' 1	T' ' C 1' 1	17.1	1.40	20.427.00	550062400
4	Final Location Survey and Plot Verification	Fixing of alignment by centre line pegging with RCC pillars (of size 15cm x 15cm x 45cm with 4 nos. of 8 mm di steel & 6 mm plain bar stirrups & M20 grade concrete) @ 100m c/c in straight portion, tangent points apex points of curve including traversing between existing control points, marking of land corridor for land acquisition and facilitate verification of village plots and land schedule on ground etc., by state govt., officials. Assessment of type of land and its broad classification as private, govt., revenue forest or forest land for management decisions as per the scope of work defined in TOR [3 (xiii-xiv)].	Kilometre	142	39427.00	5598634.00
5	Preparation of Plan & Section	Preparation and submission of Index plan & section, Alignment design, alterative changes in alignment design in consultation with ORIDL, Longitudinal section @ 20m interval, cross sections @ 50m interval and submission of draft report as per the scope of work defined in TOR [3 (xv)].	Kilometre	142	4381.00	622102.00
6	Preparation of Junction arrangements, ESPs		Each	16	18253.00	292048.00
7	Preparation of signal interlocking plans.	Preparation of SIP based on approved ESP.	Each	16	21903.00	350448.00
8	Preparation of power supply scheme and OHE scheme.	Preparation of power supply and OHE scheme with sufficient details (not detailed design) to satisfaction of client and Railways.	Each	1	233637.00	233637.00
9	Preparation of Rate Estimate	Preparation of detailed Estimate with rate analysis covering each item of land, earthwork, track, bridges and structure, drainage,	Kilometre	142	1737.00	246654.00



П						
		roads and protection works,				
		signaling, electric traction,				
		power supply, junction				
		arrangements, general				
		arrangements, utility shifting,				
		staff colonies, railway				
		installations, offices, inspection				
		and construction equipment				
		(like tower wagons, RRVs) as				
		per scale, complete job based on				
		standard schedules of rates				
		where available or last accepted				
		rates of				
		Railway/RVNL/IRCON				
		/RITES / Sate Govt., CPWD				
		etc., and preparation of RFP				
		document for construction work				
		based on client's specification.				
10	Detailed	Detailed engineering drawings	Kilometre	142	4631.00	657602.00
	Engineering	including GADs for bridges,				
	and Drawing	ROBs, RUBs, flyover, station				
	_	buildings, platforms, service				
		building, staff colony, LC gates,				
		electrical crossings as per extant				
		Railway standards and circulars				
		as per the scope of work defined				
		in TOR [3 (xx) to (xxi)].				
11	Final Detailed	Preparation and submission of	LS	LS	300000.00	300000.00
	Project Report	final Detailed Project Report				
	(10 copies)	containing the details				
		mentioned in TOR.				
		a. Submission of draft DPR				
		(20%).				
		b. Approval of DPR by ORIDL				
		(30%).				
		c. Getting approval of				
		Railways (50%)				
12	Land plans	Preparation of land schedule of	Kilometer	142	6205.00	881110.00
	and land	pvt. Land for submission to				
	acquisition	Land Acquisition Officer as				
	schedule	required as per LA Act and rules				
		framed by State Govt., land				
		schedule of govt. land for				
		submission of alination				
		proposal to Tahasildars,				
		collection and verification of				
		ROR from Revenue Authorities				
		for each plot coming in the right				
		of way, Preparation of land				



13	Aerial/ Drone (UAV)	schedule for forest land for its use in forest diversion proposal. The land schedule should also contain details of structures / trees there in as per requirement of LA Act. The report should contain the details as per the scope of work defined in TOR [3 (xxiii) to (xxiv)]. Aerial/ Drone (UAV) videography mapping along the Railway alignment as per KMZ file to draw clear pictures of ground condition using high resolution 4K camera, flying at suitable height and delivering the data of proposed corridor as per the scope of work defined in TOR [3 (xxv-xxviii)].	Kilometre	142	2006.00 TOTAL	284852.00 13794963.00
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Name of the Work: Conducting Detailed Engineering Survey, Alignment Design, and Preparation of Detailed Project Report (DPR), Cost estimation and preparation of Land Plans and documents for land acquisition in connection with construction of new electrified BG Rail line from Bargarh Road to Nawapara Road in the state of Odisha in the jurisdiction of East Coast Railway.

RATE SHEET (The bidder should quote the rate here)

Sl No.	Description	Estimated Cost of the Work in Rs.	Quoted Rate in % (Above/Below)
1	Execution of all works under Schedule A of the Tender Schedule	1,37,94,963.00	%*
			(Above/Below)**

^{*} The quoted % should be written in both figures and words.

NOTE: -

- 1. The above rates are inclusive of all statutory taxes, duties etc., excluding GST. GST will be paid as per applicable rates.
- 2. In case of discrepancy between the rate quoted in figures and word, the rate quoted in words will be considered for evaluation.

Signature of the Tenderer



^{**} Please strike out whichever is not applicable.

SECTION-X DRAWING





SECTION – XI ANNEXURES



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 thisOdisha Rail Infrastructure Development Limite hereafter called the "ORIDL" of the one part and _ called the "Contractor" of other part. WHEREAS the Contractor has agreed with	od acting through ORIDL for perfo	the Managing h	g Director herein after the works
set forth in the Sch Conditions of Contract, corrected up to latest corr Special Specifications, if any and in conformity WHEREAS the performance of the said works is a NOW THIS INDENTURE WITNESSETH that in by ORIDL, the Contractors will duly perform the shall execute the same with great promptness, care the satisfaction of ORIDL and will complete specifications and said drawings and said condition of 20 and will maintain the saimonths from the certified date of their completic conditions therein mentioned (which shall be deen if the same have been fully set forth herein), A Contractor shall duly perform the said works in the said terms and conditions, ORIDL will pay or care works on the final completion thereof the amount in the Schedule hereto annexed.	rection slips and the with the drawings an act in which the process and act in which the process and works in the same in according to the same in	e Special Conc here-into anno public are inte he payments t id schedule se workman like cordance with or before the _ od of e, fulfil and ke e part of this c hereby agree and observe an e Contractor for	ditions and exed AND rested. To be made to forth and manner to the said and day Calendar eep all the ontract, as that if the tod keep the or the said and the said t
Contractor (Signature) Address Date	Designation (For ORID Date		
Signature of Witnesses (to Signature of Contracto Witnesses :	r) with address:		_



ANNEXURE-II

Reference Para 6.1 of Section II

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

(To be executed in presence of Public notary on non-judicial stamp paper of the value of ₹ 100/ The
stamp paper has to be in the name of the tenderer) **
I(Name and designation)** appointed as the attorney/authorized
signatory of the tenderer (including its constituents),
M/s (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per 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 understand that if the certificates regarding eligibility criteria 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 tender EMD 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.
8. 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 SD and Performance guarantee besides any other action provided in the contract
including banning of business for a period of up to five year.
DEPONENT
SEAL AND SIGNATURE OF THE TENDERER
VERIFICATION
I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our
above affidavit are true and correct. Nothing has been concealed and no part of it is false.
DEPONENT
SEAL AND SIGNATURE OF THE TENDERER
Place:

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

by tenderer.