

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(DFCCIL)



E-TENDER DOCUMENT

E-Tender No.: HQ-OPBD0BD(DT)/6/2022

(Single stage Two Packet Bidding System through E-Tendering on IREPS Portal)

Name of Work: “Plan, Construct, Develop & Operate Gati Shakti Multi-Modal Cargo Terminal (GCT) for handling Cargo at Line No. 1A of New Bhaupur station on DFCCIL/Railway Land” Under Schedule-‘2’ of GCT Policy of Indian Railways.

ADDRESS

Office of the General Manager (OP&BD)
Corporate Office, 3rd FLOOR,
SUPREME COURT METRO STATION
BUILDING COMPLEX,
NEW DELHI 110-001

INDEX

S.No.	Item/Section	Page No.
1.	Disclaimer	2
2.	SECTION – I: Notice Inviting e-Tender	3
3.	Section - II: Scope of work	8
4.	Section - III: Method of tendering	10
5.	SECTION – IV: Instructions to the Bidder	19
6.	SECTION – V: General Terms and Conditions	23
7.	SECTION – VI: Special Conditions of Contract	36
8.	Annexures: I. Annexure-I Tender Submission letter. II. Annexure-II Schematic plan of New Bhaupur Station and proposed Gati Shakti Multimodal Cargo Terminal. III. Annexure-III Project Cost estimate summary and Standard cost estimate, specifications and standard cross sectional drawings IV. Annexure-IV Details of Tender V. Annexure-V Format of Certificate to be submitted/uploaded by the Bidder along-with the Tender Document VI. Annexure – VI Details of the Bidder VII. Annexure-VII Mandate Form by Bidder for EFT/ECR/RTGS/NEFT Payment VIII. Annexure – VIII Performa for submitting Financial Offer-Packet- B IX. Annexure – IX Affidavit (Details of termination and blacklisting, if any) X. Annexure – X Affidavit (Details of criminal cases and bankruptcy/insolvency) XI. Annexure – XI Bid Security – Bank Guarantee Bond from any scheduled commercial bank of India XII. Annexure – XII Format for Power of Attorney for signing of Bid XIII. Annexure –XIII Format for Power of Attorney for Lead Member of Consortium/Joint Venture XIV. Annexure – XIV Pre-Contract Integrity Pact XV. Annexure – XV Standard Agreement for (i) Gati Shakti Multi-modal Cargo Terminal (fully/partially) on Railway Land and (ii) Land License Agreement XVI. Annexure – XVI Indian Railways letter no. 2020/RS(G)/779/2 dt 06.08.2020 and other attached letters/orders. XVII. Annexure – XVII Check list to be filled by Bidder before submission of bid.	39 -121

DISCLAIMER

1. DFCCIL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by DFCCIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DFCCIL shall not be liable in any manner.
2. DFCCIL/Railway will have NO liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of DFCCIL/Railway or otherwise arising in any way from the Bidding process of the License.
3. The issue of this Document does not imply that DFCCIL is bound to select the Bidder or to appoint the Selected Bidder. DFCCIL reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. DFCCIL also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.
4. DFCCIL reserves the right to change/ modify/amend any or all of the provisions of this Bid Document at any stage. Such changes shall be notified to all Bidders who have bought the Bid Document at any stage. Such changes shall be notified through E-Tendering by issuing Corrigendum.
5. This Bid Document is not an agreement and is neither an offer nor invitation by DFCCIL to the prospective bidders or any other representatives.

SECTION – I: NOTICE INVITING E-TENDER

DFCCIL

E-Tender Notice No.: HQ-OPBD0BD(DT)/6/2022

1. **Name of work: “Plan, Construct, Develop & Operate Gati Shakti Multi-Modal Cargo Terminal (GCT) for handling Cargo at Line No. 1A of New Bhaupur station on DFCCIL/Railway Land”**
2. The General Manager (OP&BD), DFCCIL, for and on behalf of the MD/DFCCIL invites e-tender **on Single stage Two packet system for Construction, Development & Operation of Gati Shakti Multi-modal Cargo Terminal (GCT) for handling Cargo at Line No. 1A of New Bhaupur Station entirely/partially on DFCCIL/Railway Land** as per scope of work from the date of commencement of the contract.

Sr. No.	Item	Description
i.	Type of Tender	Open E-Tender (Single stage Two Packet)
ii.	Period of Contract	Fifteen years from the date of issue of Letter of Allotment (LOA) (including the period of construction and extension period.
iii.	Earnest Money	Rs 1,00,00,000/- (Rupees One Crore Only) The Earnest Money shall be submitted in favour of DFCCIL in the form as detailed in clause 6 of section IV. In case of EMD through BG, the original Bank Guarantee of Bid Security or Earnest Money should be dropped in Tender Box at Employer's office before the scheduled date and time of submission of the tender.
iv.	Cost of Tender Document	Nil (As per Para No.3 of GCC April-2022, Tender Document cost is eliminated.)
v.	E-tendering website	http://www.ireps.gov.in For any help, please contact IREPS Helpdesk at 011- 23761525
vi.	Date of uploading of NIT & Bid documents (online publishing date)	On Date 12/04/2023
vii.	Date of document download (Online)	From Date 12/04/2023
viii.	Issue of Corrigendum, if any	Up to three days prior to the last date of submission (on websites http://www.ireps.gov.in and www.dfccil.com)
ix.	Pre-Bid Meeting	On 19/04/2023 at 12.30 Hrs [(in Hybrid mode i.e. in person and Video Conference (VC))] at Conference Room, 4 th Floor, Dedicated Freight Corridor Corporation of India Ltd., Supreme Metro Station Building Complex, New Delhi- 110001. Bidders can submit their queries in writing/e-mail during the Pre-bid meeting up to midnight of same day, addressed to: General Manager/Operation & Business Development Room no.304, 3 rd Floor, Dedicated Freight Corridor Corporation of India Ltd.,

		Supreme Court Metro Station Building Complex, New Delhi-110001 (India) Tel.011 23454980, Email: shilpibishnoi@dfcc.co.in Contact cssharma@dfcc.co.in to request for the link for online meeting. Pre-bid queries will be redressed and posted on website within next 05 (Five) working days.
x.	Date & Time of Submission of Tender	On or before date 12/05/2023 and time up to 15:00 hrs
xi.	Date and Time of Opening of Tender (Technical bids -Packet A)	12/05/2023 at 15.30 hrs Opening date of Financial Bid (Packet-B) will be notified to the technically eligible bidders
xii.	Validity of offer	90 days from the date of opening of the Technical Bid of the Tender
xiii.	Performance Bank Guarantee of successful bidder	(a) EMD will be converted to Performance Guarantee (PG) after issue of LOA (b) Those exempted from EMD, Performance Guarantee (PG) has to be submitted within 21 (twenty-one) days from the date of issue of Letter of Allotment (LOA). (c) In case of EMD through BG, the GCTO shall re-submit BG after extending the validity to cover as Performance Guarantee.
xiv.	DFCCIL's Bank Account	The DFCCIL's Bank Account details for depositing amount towards EMD/ Performance Guarantee is as under: Name of Account: Dedicated Freight Corridor Corporation of India Limited Name of Bank: Punjab National Bank Account No: 05021091000019 Type of Account: Current IFSC Code: PUNB0050210

- Tenders are to be submitted online only through www.ireps.gov.in after registration on site. Bidder is required to have digital signature registered on the site.
- The scope of the work is in Section II of this document. The Bidder is expected to be fully conversant with the "Master Circular on Gati Shakti Multi-Modal Cargo Terminal-2022" under Schedule- '2' of GCT Policy and its amendments up to date as annexed with this document.
- The Bidders should go through the technical and financial eligibility criteria before submitting the tender documents.
- Tender duly filled-in and signed must be submitted on IREPS website by Bidder's own digital signature certificate & log-in ID registered on IREPS website on or before 15:00 Hours, **12/05/2023**.
- For any reason if the office is closed on scheduled date of tender opening, tender will be opened on the next working day. All the required documents including the tender document, should be uploaded in the IREPS and digitally signed, duly mentioning the details and purpose of the document viz. Eligibility

Criteria, NEFT, GSTIN details etc. at the time of submission of the tender. The Technical Bid shall be opened on due date and the Financial Bid will be opened after short listing of eligible Bidders duly notifying the eligible Bidders.

8. Packet 'A' (Technical bid) will contain tender document (other than financial bid), details of earnest money and documents in support of eligibility criteria etc.
9. Packet 'B' (Financial Bid) will contain only rate schedule which will be duly filled by the bidder. Rates in terms of percentage of share of TC and TAC (Terminal Charge and Terminal Access Charge) to be entered into Financial Bid on IREPS Website only. Rates and any other financial entity in any other form / letter head if attached by bidder shall render the bid invalid and shall not be considered.
10. The Bid Security/ EMD shall be deposited either through e-payment gateway on the website www.ireps.gov.in or submitted as Bank Guarantee bond from a Scheduled Commercial bank of India. The Bank Guarantee bond shall be as per Annexure XI of this document. The BG bond shall be valid for a period of 90 days beyond the bid validity period. BG bond should be scanned to be submitted on IREPS and the original should be deposited to DFCCIL office.
11. Tender without valid earnest money shall be summarily rejected (Except those exempted as per clause 15 below).
12. For the successful bidder, this **Earnest Money shall be converted into Performance Guarantee (PG)**, while the Earnest Money for unsuccessful bidders shall be refunded. DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon. If EMD is submitted in BG then either BG validity to be extended or fresh BG to be submitted against PG (before signing of the agreement), in which case the BG of EMD will be released. For bidders exempted from EMD deposition (like MSEs etc.), the Performance Guarantee has to be deposited within 21 days in the form of bank guarantee valid for 6 months after the completion of construction period.
13. As per Para No.3 of GCC April-2022, Tender document cost is eliminated.
 - a. The tender notice and tender documents are available on the website: <https://www.ireps.gov.in>
 - b. DFCCIL reserves the right of declining/ accepting any tender/tenders irrespective of highest or lowest rate or splitting/ re- tendering without assigning any reason.
 - c. DFCCIL reserves the right to either cancel the tender or reject the tenders without assigning any reason.

14. **PRE-BID MEETING**

As given in Para 2 of this section.

15. Exemptions:

- (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startup' shall be exempted from payment of earnest money deposit detailed above.
- (ii) 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit detailed above.
- (iii) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.
- (iv) As mandated by Railway Board Letter No. 2010/RS (G)/363/1 dated 05.07.2012 (RBS No. 4/2012), in compliance to public procurement policy, following provisions are included for Medium & Small Enterprises (MSE) in the tender document:

- a) Tender document/sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
However, in this case, document cost is nil as mentioned in clause 2 (item no. iv) of section-I.
- b) MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.
- c) (1) MSEs interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid:
 - i. District industries Centers
 - ii. Khadi and Village Industries Commission
 - iii. Khadi and Village Industries Board
 - iv. Coir Board
 - v. National Small Industries Corporation
 - vi. Directorate of Handicraft and Handloom
 - vii. Any other body specified by Ministry of MSME.

(2) The MSEs must also indicate the terminal validity date of their registration. In those cases where the MSEs are not able to provide the certificate with validity date of their registration a self-declaration by the MSE (Party) on their letter head, confirming the validity of their registration can be accepted.

Failing (1) & (2) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

- d) Definition of MSEs owned by SC/ST is as give below:
 - i. In case of proprietary MSE, proprietors (s) shall be SC/ST.
 - ii. In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - iii. In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
- e) All bidders who are Micro or Small-Scale Enterprise, registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
- f) The above facilities shall not be applicable for the items for which they are not registered.
- g) The tenderer (s) shall submit copy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established.
- h) **Registration of Udyog Aadhar Memorandum (UAM):** All Micro and Small Enterprises (MSEs) bidders are required to declare UAM Number on CPPP / <https://www.ireps.gov.in> failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP / <https://www.ireps.gov.in>.

16. DFCCIL reserves the right to decline/ accept any tender/tenders irrespective of highest or lowest rate or splitting/ re- tendering without assigning any reason. DFCCIL reserves the right to either cancel the tender

or reject the tenders without assigning any reason.

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

General Manager (OP&BD)
DFCCIL

Section - II: Scope of work

1. **Introduction:** In 2006, Government of India (GOI) established the Dedicated Freight Corridor Corporation of India Limited (DFCCIL) under the Companies Act of 1956, as a Special Purpose Vehicle, wholly owned by the Ministry of Railways (MOR), with mandate to build and operate Dedicated Freight Corridors (Eastern and Western Corridors). The DFC will offer upgraded freight services by running higher axle load freight trains with speed upto 100 kmph on an efficient system. The DFCs will provide a quantum jump in rail transport capacity in line with the rapidly growing demand and help increase the Railway's modal share of Freight traffic.
2. **Objective of the tender:**
 - 2.1 To increase freight business volumes and rail modal share in freight transport.
 - 2.2 Augmenting terminal capacity through private participation by allowing setting up and operation of freight terminal facilities.
 - 2.3 Development, upkeep and maintenance of freight terminal facilities such as circulating area, approach roads lighting/illumination of platforms, warehouses/Godowns, loading/unloading etc.
3. **Scope of work is as following:**

1	Building work (Covered area 20 x 09 mtr = 180 sq mt) (RCC Framed structure 20 x 9 mtr having provision for Goods office with provision of FOIS, TMS and IT infrastructure, Merchant Room, Room for Labour & Toilet in each room)
2	RCC Drain (0.6 mtr x 0.6 mtr x 1000 mtr) (1 km length at the edge of Road connecting to existing drain near staff quarters towards station building)
3	Platform (750 mtr x 33.4 mtr = 25050 sq mt) (Platform of 300 mm GSB thick over & earth fill of 1750 mm depth)
4	CC Road of 8.0 mtr wide & 1313 mtr Length
5	Stone masonry around the platform (providing a retaining wall): 750+33.4+33.4=816.8 mtr
6	1(one) number Electronic In-motion Weighbridge (EIMWB) (supply, installation and commissioning) at common loop line no.3 (In accordance with RDSO specification WD-29-MISC-19 or latest along with PC, UPS with peripherals)
7	Provision of High mast lights (in the wharf area) 07 nos. @ 100 mtr centre to centre distance, cables and other accessories, power supply arrangement, internal wiring & fan, lights arrangement for building area, street light for approach area
8	Utility shifting (OHE) as per requirement at location
9	Note: In addition, Protective wall/ shield of 10 mtrs height between the wharf area & staff quarters (if required) and as decided by DFCCIL

3.1 The schematic map of the New Bhaupur station and proposed Gati-Shakti Multimodal Cargo Terminal is attached at Annexure-II showing the area to be leased and infrastructure to be developed by GCTO. The minimum dimensions are specified for Platform/wharf, buildings/rooms/offices, road etc.

3.2 Project Cost estimate summary and Standard cost estimate, specifications and standard cross-sectional drawings are at Annexure-III and III A respectively.

3.3 The bidders are advised to undertake their independent estimation of cost as per the works listed and bid accordingly.

Note- Above is the minimum required infrastructure. GCTO may construct additional facilities in compliance with the provisions of GCT policy of Indian Railway 2022.

4. Time frame for completion of work:

The successful bidder shall commence construction within 03 (three) Months from the date of issue of the “Letter of Allotment”. The work is to be completed within **18 months** from the date of issue of “Letter of Allotment”. The Construction period and its extension/s will be included in the allotment period of 15 years of the GCT contract. This may be read with para 6 below.

5. Extension of Timeline:

5.1 If the GCTO fails to adhere to the prescribed timelines, one extension may be granted with the approval of GGM/OP&BD-I, up to a maximum of three months, considering the merits of the case.

5.2 Under exceptional circumstances beyond the control of the GCTO, GGM/OP&BD-I may grant a further extension of up to six months.

5.3 If the bidder fails to complete the construction even after the lapse of such extensions (as above), the Agreement shall be terminated, and Performance Guarantee shall be forfeited.

5.4 At the time of cancellation of the Agreement, the DFCCIL/Railway land shall revert to DFCCIL.

6. Scope of return/incentive to GCTO

6.1 Incentive to the GCTO against above investment for development and operation of the freight terminal (Gati Shakti Cargo Terminal) shall be given in terms of quoted percentage share of TC and TAC (Terminal Charge and Terminal Access Charge) (Bid Variable) for the rakes handled at the terminal. The TC & TAC is levied in Railway Receipt (RR) as per prevailing Railway Board Policy at the time of preparation of RR.

6.2 The restricted commodities at this terminal are as per clause 59 of Section V of this RFP document. TC and TAC shall accordingly be applicable for this GCT terminal. The bidders should take into account the same for purpose of financial bids; regardless of TC and TAC both being mentioned in several clauses of this document.

6.3 The estimation of traffic as well as revenue potential is bidder’s responsibility. DFCCIL is not responsible for traffic generated and/or TC and TAC (Terminal Charge and Terminal Access Charge) accrued at the Goods shed.

6.4 In view of the above, bidder is requested to conduct survey at the station and assess business potential in their own interest before submission of the tender.

6.5 The amount and procedure etc. of levy of TC & TAC shall be as per extant Railway Board policy and revisions, if any.

6.6 After the issuance of commercial notification, the rakes can be booked to/from the GCT.

6.7 Revenue generated from value-added services, if any, will be dealt as per clause 9 of section V

Section - III: Method of tendering

1. SELECTION AND EVALUATION PROCEDURE:

1.1 Selection of the Party /agency for Construction, development and operation of GCT/Freight Terminal shall be made through open e-tender process in two packet systems viz (A) technical bids and (B) financial bids.

1.1.1 **The technical bids (Packet - A)** will contain the following information.

- a. A complete set of tender documents (Packet - A) along with certificates/credentials in support of fulfillment of eligibility criteria.
- b. A copy of partnership deed/affidavit for proprietorship/Memorandum and Articles of Association, as the case may be.
- c. Any work that the bidder intends to execute, other than that given in scope of work (Section II), may be submitted in detail with concept plan & cost estimate for same.
- d. The shortlisted, who qualify in the technical bid (Packet-A) based on the notified eligibility criteria by the tender committee, bidders shall be considered for evaluation of their financial bid i.e. Packet-B.
- e. The technical bid (Packet A) should NOT contain the rate offered (percentage share of TC and TAC) under any circumstances.
- f. Bidders who fail to meet the eligibility criteria shall not be considered for further evaluation and their bids shall be rejected. However, on the basis of information contained in the first packet, if the Tender Committee needs clarification regarding designs, specifications etc.; discussions shall be held with each individual party/ bidder after obtaining approval of the Competent Authority.

1.1.2 **The financial bid (Packet B)**

- a. Once the eligible bidders are identified, the financial bid will be opened.
- b. The quotation should be submitted in the format attached as Annexure-VIII. The bidders should quote the percentage of the Terminal Access Charges and Terminal Charges in percentage terms (percentage reflected upto two decimal points) that they propose to receive towards return on their investment, as per scope of work. If percentage of TAC and TC are quoted beyond two decimal places, only first two decimal places will be considered without rounding off. The least share quoted, in terms of percentage for TC & TAC at the container terminal, shall be considered for awarding of the contract by the tender committee.
- c. The bidders shall not increase the quoted percentage share in case the DFCCIL negotiates for the share/incentive. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the bidders.
- d. The bidder shall have to fill all columns of financial bid, failing which the offer is liable to be rejected.
- e. It is advised that agency should evaluate the share of TC & TAC for the traffic being dealt and also the potential traffic for the total duration of the contract vis-a-vis the investment required as per scope of work and specification of the work before making their bid in terms of percentage share in Terminal Access Charge and Terminal Charges.
- f. Contract shall be awarded to the eligible party/agency whose bid is the least in terms of bidder's percentage share in TC & TAC (Refer to Annexure VIII for details). Conditional bids will be rejected. The committee will evaluate the offers and their recommendations will be further put up to the competent authority for acceptance.
- g. In case of two (or more) eligible bidders quoting the same percentage, decision to award the contract shall be taken by draw of lots.

1.1.3 Selection and Notification

The successful bidder will be intimated through a “Letter of Allotment” which shall be acknowledged by the successful bidder in IREPS or manually. The Agreement must be signed within 30 days of despatch of the “Letter of Allotment” by DFCCIL, except in case of bid submitted by a Joint Venture- in such case the timeline shall be “within 60 days”. In case the Bidder does not sign the Agreement within this given time period, the DFCCIL reserves the right to cancel the offer and proceed ahead in a manner deemed fit.

Note:

- i. The contents of the technical bids will be scrutinized and evaluated by the nominated Tender Committee. Based on their evaluation and recommendation, the financial bids of the eligible bidder will be opened. In case the technical offer submitted by a bidder is not found suitable, its financial bid will not be opened.
- ii. After evaluation of the bids, the Bids qualified/rejected ‘technically’ can be seen by visiting the IREPS website. No correspondence from the bidders in this regard will be entertained by the DFCCIL.
- iii. Manual offers are not valid against this tender, if any such manual offer received shall be ignored/not entertained.

2. System of verification of Bidder’s credentials

- 2.1 The bidder shall submit along with the tender document, documents in support of its claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificate in support of credential, submitted by the bidder, shall be self-attested/ digitally signed by the bidder or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the bidder as “documents supporting the claims of qualifying the laid down eligibility criteria”, will be considered for evaluation.
- 2.2 The bidders shall be required to submit an undertaking certifying the truthfulness of all the documents submitted/ uploaded along with the tender. This shall be mandatory for all the bidders. In case of failure of the bidder to submit the undertaking, their offer shall be summarily rejected. The standard format of certificate to be submitted by the bidder is enclosed as Annexure – V. It shall be mandatorily incumbent upon the bidder to identify, state and submit the supporting documents duly self-attested by which it is/are qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of the Tender Committee to scrutinize beyond the submitted document of bidder as far as its qualifying for the tender is concerned.
- 2.3 DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in its tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such evaluation. Any such verification or lack of such verification by the DFCCIL shall not relieve the bidder of its obligation or liabilities hereunder nor will it affect any rights of the DFCCIL there under.
- 2.4 In case of any wrong information submitted by the bidder, the contract shall be terminated, Earnest Money Deposit (EMD) and/or Performance Guarantee (PG) of contract forfeited and bidder may be debarred for doing business with DFCCIL for up to 05 (Five) years.
- 2.5 The DFCCIL reserves the right to reject any or all the tender offers without assigning any reason whatsoever.
- 2.6 This tender form is non-transferable.

3. Eligibility Criteria-

- 3.1 **Eligible Firms:** The categories of applicants permitted to set-up GCTs, as GCTO, shall be as under:

Category	Supporting Documents (self-attested copies to be submitted/ uploaded)
----------	--

a) Individual / Sole Proprietorship Firm	<ol style="list-style-type: none"> 1. PAN 2. TAN (in case of Sole Proprietorship Firm only)
b) Hindu Undivided Family (HUF)	<ol style="list-style-type: none"> 1. PAN 2. Notarized Affidavit declaring that the signatory is the 'Karta' of the HUF and has the authority, power, and consent of other members
c) Partnership Firm	<ol style="list-style-type: none"> 1. PAN and TAN 2. Notarized copy of the Partnership Deed/ Partnership Deed registered with the Registrar 3. Notarized or registered copy of Power of Attorney in favour of the individual to sign on behalf of, and to create liability against the firm
d) Company registered under Companies Act 2013	<ol style="list-style-type: none"> 1. PAN and TAN 2. Memorandum of Association (MoA)/ Articles of Association (AoA) 3. Certificate of Incorporation 4. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the company 5. Resolution of the Directors of the Company, permitting the company to set up and/or operate a GCT
e) Limited Liability Partnership (LLP)	<ol style="list-style-type: none"> 1. PAN and TAN 2. LLP Agreement 3. Certificate of Incorporation 4. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the LLP.
f) Registered Society/ Registered Trust	<ol style="list-style-type: none"> 1. PAN and TAN 2. Certificate of Registration 3. Memorandum of Association of Society/ Trust Deed 4. Rules & Regulations of the Society 5. Notarized or registered copy of Power of Attorney in favour of individual to sign on behalf of, and to create liability against the Society/ Trust
g) Joint venture (JV) / Consortium	<ol style="list-style-type: none"> 1. JV/ Consortium Agreement 2. Name and authorization of lead member <p>(Note: On receipt of approval of DFCCIL for setting- up and/or operation of GCT, JV/Consortium shall have to convert into a legal entity — Firm/ Company/ LLP. Agreement shall be entered into by RA with the above legal entity only.)</p>

- 3.2 All applicants should mandatorily hold a valid registration for GST. Copy of registration for the GST, duly self-attested/digitally signed should be submitted.
- 3.3 Government/Semi Government agencies and statutory bodies under Central/State Government (including development authorities and municipal bodies) shall also function as GCTO, to set up

new cargo terminals.

Note: If it is NOT mentioned in the submitted tender that the tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

3.4 Essential Eligibility Criteria:

S. No.	Eligibility Criteria	Mandatory Condition	Supporting Documents
1	Experience	Applicant shall have at least two years' experience in manufacturing, transportation, or logistics and related business. In case of JV the experience of lead member will be counted.	<ul style="list-style-type: none">i. Registration Certificate as either Manufacturing unit or Transportation firm or Logistics and related business unit. The date of registration of the firm should be at least two (02) years prior to the date of issue of Notice Inviting Tender.ii. Work experience certificate issued by Govt Department/Ministry/PSU/ Public listed company.
2	Net worth	Net worth of the applicant shall be at least fifty percent (50%) of the estimated cost as in Annexure – III (as per the minimum infrastructural facilities determined by the DFCCIL)	<ul style="list-style-type: none">i. Net Worth Certificate issued by Chartered Accountant, for financial year 2021-22.ii. Audited Balance sheet of two (02) consecutive financial years (2020-21 and 2021-22) duly certified from Chartered Accountant.

4. Participation of Joint Venture (JV) Firms in Tender:

4.1 Separate identity/name shall be given to the Joint Venture.

4.2 Number of members in a JV shall not be more than three. One of the members of the JV shall be its **Lead Member** who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each. In case of JV with foreign member(s) the lead member has to be an Indian firm/company with a minimum share of 51%.

4.3 The tender form shall be submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

4.4 Earnest Money Deposit (EMD) shall be deposited by JV or authorized person of JV through e-payment gateway or as mentioned in tender document.

4.5 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp

paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

- 4.6 Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 4.7 Approval for change of constitution of JV shall be at the sole discretion of the DFCCIL. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws, provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 4.8 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 4.9 On issue of LOA (Letter of Allotment), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case of Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the DFCCIL before signing the contract agreement for the work. In case the bidder fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated DFCCIL shall be entitled to forfeit the full amount of the Earnest Money Deposit and other dues payable to the GCTO under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
 - 4.9.1 Joint And Several Liability – Members of the entity to which the contract is awarded, shall be jointly and severally liable to the DFCCIL for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - 4.9.2 Duration of the Registered Entity- It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
 - 4.9.3 Governing Laws – The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 4.10 Authorized Member – Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- 4.11 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the DFCCIL in respect of the said tender/contract.
- 4.12 Documents to be enclosed by the JV along with the tender:

- 4.12.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
- (i) A notarized copy of the Partnership Deed,
 - (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - (iii) A notarized or registered copy of Power of Attorney in favor of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- 4.12.2 In case one or more members is/are HUF, the following documents shall be enclosed:
- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit 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.
- 4.12.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:
- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
 - (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - (iii) A copy of Certificate of Incorporation
 - (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company
- 4.12.4 Participant/s and all the Members of JV shall certify (Annexure-IX) that they are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV in which they were/are members.
- 4.12.5 All other documents in terms of para 3 of Section-III above.
- 4.13 Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:
- 4.13.1 Essential Eligibility Criteria:
- The technical eligibility for the work as per para 3 of Section-III above, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 26% share'.
- (i) At least one member of JV shall have at least two years' experience in manufacturing, transportation, or logistics and related business.
 - (ii) The net worth of the lead partner of JV shall not be less than 51% of the total net worth eligibility criteria of the tender mentioned at para 3.4 of Section-III above. The arithmetic sum of individual "net worth" of all the members shall be taken as JV's "net worth" to satisfy this requirement.
- 5. Participation of Partnership Firms:**
- 5.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 5.2 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.
- 5.3 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.
- 5.4 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 DFCCIL and in any case the essential 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 the DFCCIL and the bidder 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 full EMD shall be forfeited. 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 bidder will be forfeited. If any new partner joins the firm after opening of tender but prior to award of contract, its credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to its share in the previous firm. In case the bidder fails to inform DFCCIL 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 and the contract may be terminated by DFCCIL.

- 5.5 A partner of the firm shall not be permitted to participate either in its individual capacity or as a partner of any other firm in the same tender.
- 5.6 The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.
- 5.7 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.
- 5.8 On issue of Letter of Allotment (LOA) to the partnership firm, all the guarantees like Performance Guarantee etc. shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 5.9 On issue of Letter of Allotment (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.
- 5.10 In case the Letter of Allotment (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.
 - 5.10.1 Joint and several liabilities: The partners of the firm to which the Letter of Allotment (LOA) is issued, shall be jointly and severally liable to the DFCCIL 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 the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - 5.10.2 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 DFCCIL, shall constitute a breach of the contract and the contract may be terminated by DFCCIL.
 - 5.10.3 Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
 - 5.10.4 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 the DFCCIL.

- 5.11 The bidder 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) PAN and TAN
 - (ii) Notarized copy of the Partnership Deed/ Partnership Deed registered with the Registrar
 - (iii) Notarized or registered copy of Power of Attorney in favour of the individual to sign on behalf of, and to create liability against the firm.
 - (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by DFCCIL/Railways or any other Ministry / Department of the Govt. of India 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 termination by DFCCIL. (Annexure-IX)
- 5.12 Evaluation of eligibility of a partnership firm: Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in para 3 of Section III above. The credentials of the partnership firm, and not of any particular member/s, will be taken into account for purpose of clause 3.4- “Essential eligibility criteria”
- 5.13 After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.
- 6. Additional conditions:**
- 6.1 A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a JV. A Bidder who submits or participates in, more than one bid will cause all the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process
- 6.2 Any Central Government department/Ministry of DFCCIL/Railways must not have banned business with the Bidder (any member in case of JV) as on the date of Bid submission.
- 6.3 The bidder (any member in case of JV/consortium) must not have suffered bankruptcy/insolvency during the last 5 years. The Bidder should submit an undertaking to this effect as part of the bid (Annexure-X).
- 6.4 Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process:
- 6.4.1 If a Bidder or its associates/affiliates (inclusive of parent firms) has been engaged by the Employer (DFCCIL) to provide consulting services for the preparation related to procurement or on implementation of the project.
 - 6.4.2 If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consorting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.”
 - 6.4.3 If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of “Allied Firm” under Para 1002 (iii) of Chapter X of Indian Railways Vigilance Manual consequent to having been banned business dealings or suspended business dealings.
- 7. Performance Guarantee:**
- For the successful bidder, the Earnest Money shall be converted into Performance Guarantee. If exempted from EMD deposition (like MSE etc.) the Performance Guarantee has to be deposited within 21 days in the form of bank guarantee valid for 6 months after the completion of construction period.
- 7.1 The Performance Guarantee shall be refunded in full, six months after the commissioning of the Terminal subject to clearance of all pending dues of DFCCIL by the GCTO. (Para 6.1 of Schedule 2 of GCT Policy).
 - 7.2 If the successful bidder fails to start or complete the construction of GCT within the stipulated time

(including the extensions granted by Competent Authority, if any), the Earnest Money/Performance Guarantee shall be forfeited; and the DFCCIL/Railway land and all infrastructure shall revert to DFCCIL.

SECTION – IV: INSTRUCTIONS TO THE BIDDER

Details of Work:

1. Place of work: As given in section I-Notice Inviting Tender
2. Period of contract: As given in section I-Notice Inviting Tender
3. GCTO will be required to hand-over DFCCIL/Railway land back to DFCCIL, upon termination/completion of tenure, along with the infrastructure created on it as per the given scope of work, on as-is-where-is basis and without any legal or financial liabilities on either side.
4. Time given for commencement of construction: Three (03) months from the grant of approval (LOA).
5. Time given for completion of construction: Eighteen (18) months from the grant of approval of construction (LOA).
6. Cost of tender documents: Nil
7. Earnest Money: The tender document must be accompanied with EMD of amount as mentioned in NIT. The earnest money shall be accepted only through net banking or e-payment gateway through the website www.ireps.gov.in or as Bank Guarantee Bond from a scheduled commercial bank of India as per Annexure-XI.
- 7.1 It shall be understood that the bid documents have been issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting its Bid he will not resile from its offer or modify the terms and conditions thereof in a manner not acceptable to the DFCCIL. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited by the DFCCIL.
- 7.2 For the successful bidder, **Earnest Money shall be converted into Performance Guarantee**, while the Earnest Money for unsuccessful bidders shall be refunded but the DFCCIL shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon. If bidder is exempted from depositing EMD (like MSEs) then Performance Guarantee has to be deposited within 21 days through net banking or e-payment gateway or as Bank Guarantee Bond from a scheduled commercial bank of India as per Annexure-XI.
8. **Availability & submission of tender documents:** Tender document is available on the website www.ireps.gov.in of Indian Railway Electronic Procurement System (IREPS). Tender is to be submitted online on this portal. No manual tender will be accepted anywhere.
9. **Date fixed for bidding e-tender:** As mentioned on the IREPS against NIT Header.
10. **Late/Delayed Tenders:** Submission of Tenders shall be closed on e-tendering website of IREPS at the date & time of submission prescribed in NIT after which no tender shall be accepted. It shall be the responsibility of the bidder to ensure that its tender is submitted online on e-tendering portal before the deadline of submission. DFCCIL will not be responsible for any delay, internet connection failure or any error in uploading of tender submission. The bidders are advised to upload their submission well before the due date and time of tender submission to avoid any problem and last-minute rush.
11. **Validity of tender:** As per NIT
12. Before submitting a Bid, the Bidder shall be deemed to have satisfied itself by actual inspection of the site and that all conditions liable to be encountered during the construction of terminal are taken into account and bidder has read all the provisions in the Master Circular on Gati Shakti Multi-Modal Cargo Terminal -2022 and its amendments issued from time to time. When the bidding is done, the Bid shall be signed by the individual legally authorized to enter into commitments on behalf of the firm. DFCCIL shall not be bound by any power of attorney granted by the Bidder 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 GCTO.
13. The bidders are required to give their complete details as per Performa given in Annexure - VI of this tender documents. Incomplete tender documents shall be summarily rejected.

14. The bidder shall ensure that the bid is complete in all respects and conforms to all the requirements.
15. It would be deemed that by submitting the bid, the bidder has made a complete and careful examination of the documents and obtained all relevant information about the project. DFCCIL shall not be liable for any mistake or error on the part of the bidder in this respect.
16. The bidder must ensure submission of all documents. A checklist is given as Annexure-XVII for guidance of bidders.
17. **Submission of Tenders:**
 - 17.1 The tenderers shall submit their offers in two packets in single stage on IREPS portal, one being Technical bid & second being Financial bid.
18. **Right of DFCCIL to Deal with Bids:**
 - 18.1 The DFCCIL reserves the right of not inviting bids for any of DFCCIL work/service(s) and when bids are called, to accept a bid in whole or in part or reject any bid or bids without assigning reasons for any such action. The authority of the acceptance of the bid will rest with the DFCCIL. It shall not be obligatory on the said authority to accept the lowest bid or any other bid and no Bidders(s) shall be entitled to demand any explanation for the cause of rejection of their Bid nor the DFCCIL shall be responsible to assign reason for declining to consider or reject any particular Bid/s.
 - 18.2 If the bidder(s) gives/give wrong information in her/their tender or creates/create circumstances for the acceptance of her/their tender based on such wrong information, the DFCCIL reserves the right to reject such tender at any stage. In case of any wrong information submitted by bidder, the contract shall be terminated, Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited.
 - 18.3 If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her /their tender or during the tenure of the contract, DFCCIL may consider awarding the contract to the legal heir/permit the legal heir to operate the contract for the balance period of the contract, based on the application to that extant from the legal heir and on submission of sufficient documentary proof establishing its/her credentials as the legal heir of the deceased. Decision of DFCCIL in this regard is final and binding. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the DFCCIL shall deem such tender as cancelled, unless the firm retains its character.
 - 18.4 If the bidder, whose bid has been found to be the lowest evaluation bid withdraws or whose bid has been accepted, fails to sign the contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the execution process, the authority shall cancel the process. Such bidder is liable for punitive actions, like banning the bidder and partners/members of the bidding firm for future dealings with DFCCIL as decided by the DFCCIL.
19. **Make in India Consideration:**

Provisions for procurement under Public procurement (Preference to Make in India) policy will be applicable for items to be procured under Public Procurement (Preference to Make in India) order 2017 dt.15.6.2017 and its revision dt. 16.09.2020.
20. **Restrictions of procurement from the bidders from countries sharing land borders with India**
 - i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
 - ii. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- iii. “Bidder from a country which shares a land border with India” for the purpose of this Order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under;
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation -
 - a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements’
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is their natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.

Certificate to be provided by the Tenders with their bid

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. (Please strike out, whichever is not applicable)

- a. *I certify that I am not from such a country; or*
- b. *I am from such a country and have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and is eligible to be considered. Evidence of valid registration by the Competent Authority is attached.”*

vi. The bidders may refer to Annexure XVI

21. LANGUAGE OF BID: The Bid, as well as all correspondence and document(s) relating to the bid exchanged by the Bidder and the DFCCIL, shall be written in English.

SECTION – V: General Terms and Conditions

1. The Gati Shakti Cargo Terminal is to be developed entirely/partially on DFCCIL/Railway land under Indian Railway's Gati Shakti Multi-modal Cargo Terminal (GCT) policy' 2022 (Schedule 2).
2. GCTO shall not sub-lease/ sub-license/ mortgage DFCCIL/Railway land and shall not create any third- party encumbrance on DFCCIL/Railway land.
3. The GCTO will bear the entire cost of the GCT from the take-off point onwards (to be marked on the Engineering scale plan (ESP) at the serving station.
4. The ownership of infrastructure including the track, signaling equipment and OHE created on DFCCIL/Railway land i.e., track, OHE and signaling equipment etc. shall belong to Railway/DFCCIL, except for the infrastructure on Railway/DFCCIL land leased to GCTO, in which case the ownership will be with GCTO till the contract is valid. Upon completion and/or termination of the contract, any infrastructure (other than that included in the Scope of work) installed by the GCTO within the area licensed to it will have to be dismantled and removed at its own cost, either fully/partially, from DFCCIL premises, if so asked by DFCCIL
5. The capital expenditure required for augmenting or upgrading the facilities and infrastructure on the connectivity portion from the take-off point onwards towards terminal and within the premises of terminal shall be borne by the GCTO. Maintenance and up-keep of facilities within GCT-
 - i. Responsibility for maintaining the track and signaling equipment shall be as per the provisions of Para 7 of GCT policy-2022 and Schedule-3 of GCT Policy-2022. Responsibility of maintaining loading/ unloading wharf(s), roads, drainage, etc., shall rest with the GCTO.
 - ii. GCTO shall also be responsible to ensure that the entire infrastructure of Terminal is properly maintained and is duly upgraded/ replaced at the end of codal life, as per Good Industry Practices.
 - iii. The GCTO shall maintain/up-keep the facilities at the GCT in proper manner and to entire satisfaction of the DFCCIL administration at its own cost.
 - iv. The GCTO shall comply with all the instructions given by DFCCIL in this regard from time to time during the tenure of the contract.
 - v. The GCT premises shall be kept clean and devoid of any unwanted material, debris etc.
 - vi. Loading platform, DFCCIL's office room, merchant room, Laborer's room etc, Toilet facilities, and Drinking water facilities shall always be kept in fit, clean and hygienic condition.
 - vii. Accumulation of drainage water in or around the Goods shed, Canteen & Circulating area, etc. shall not be allowed.
 - viii. Instructions of DFCCIL or its authorized representatives shall be adhered to with regard to cleanliness and any other aspects.
 - ix. 'Consent to Establish' & 'Consent to Operate' for the Terminal shall be obtained by the GCTO from the State Pollution Control Authorities.
 - x. DFCCIL can impose a fine on the GCTO if the desired level of upkeep/ maintenance of assigned facilities at the GCT terminal are found unsatisfactory during the currency of the contract. Fine up to Rs. 25,000/- at a time, for unsatisfactory maintenance and upkeep of the facilities may be imposed by AGM(OP&BD). The penalty may go up to Rs 1,00,000 at a time under approval of GGM/OP&BD-I.
 - xi. A multidisciplinary team nominated by GGM/OP&BD/DFCCIL/joint team (comprising of AGM/TS, AGM(OP&BD), Dy. CPM/Engineering, JGM/S&T & DGM/Electrical/WC) shall inspect the GCT at least once a year to ensure that there is no breach of Agreement or policy provisions by the GCTO. In addition, inspections will be conducted by DFCCIL

officials that the GCTO shall ensure that either the complete inward traffic or the complete outward traffic, for each commodity handled, is transported through Railway system. The GCTO shall use Railway land for activities related to Railway cargo business only. If the GCTO indulges in any commercial activity not related to Railway Cargo business on Railway land or fail to adhere to the provisions of GCT policy the Agreement for GCT will be terminated (as per termination clause) without any compensation/termination payment to the GCTO. In case of any dispute the decision of the nodal officer (i.e. GGM/OP&BD-I) shall be final and binding on the GCTO.

6. Any communication required or permitted to be given under this Contract shall be made to only **Authorized Representative** in writing in English language. The Authorized Representative/Official of DFCCIL is:
Additional General Manager/Operation & Business Development or any officer nominated by GM/OP&BD
Dedicated Freight Corridor Corporation of India Ltd.,
Supreme Court Metro Station Building Complex, New Delhi-110001 (India)
Email: rajendra.sharma@dfcc.co.in
7. In accordance with para 16 of Schedule '2' of the Master Circular on Gati Shakti Multi-modal Cargo Terminal -2022, GCTO will be free to create infrastructure and/or to provide value-added services/ facilities (such as warehousing, processing, packaging, handling equipment etc) provided that such infrastructure/ value- added services/ facilities, if created, shall be available to all users of the GCT without discrimination of any sort, as per clause 14 of the Schedule '2' of GCT Policy 2022. GCTO will also have the authority for deciding the user charges/ fees for value-added services/facilities as per market conditions — without any interference from DFCCIL. However, the use of value-added services/ facilities will be optional, and no customer will be forced to use those services or to pay for them. Such value-added services/ facilities shall conform to Good Industry Practices.
8. GCTO shall not sub-lease/ sub-license/ mortgage DFCCIL/ Railway land and shall not create any third-party encumbrance on DFCCIL/ Railway land.
9. For any value-added service/ facility developed on DFCCIL/Railway land, GCTO shall ensure that either the complete inward traffic or the complete outward traffic, is transported through DFCCIL/ Indian Railway system. DFCCIL/Railway reserves the right to undertake any inspection of the Terminal to safeguard its interests and to direct the GCTO to discontinue such activities if such activities are detrimental to DFCCIL/Railway's cargo business, failing which the Agreement may be terminated. For avoidance of doubt, such termination will be treated as default by the GCTO.
10. The responsibility of obtaining all statutory and environmental clearances for such value- added services, if required, shall rest solely with the GCTO. Any violation of statutory compliance will invite merit for termination clause of the Agreement on GCTO's default. Any liability/ default created by such violation will be the sole responsibility of the GCTO, and DFCCIL will not be responsible for this.
11. GCTO shall use DFCCIL/Railway land for activities related to DFCCIL/Railway cargo business only. If the GCTO indulges in any commercial activity not related to DFCCIL/Railway cargo business on DFCCIL/Railway land or fail to adhere to the provisions of para 16 and sub-paras of Schedule '2' of GCT Policy of 2022, the Agreement for GCT may be terminated without any compensation/ termination payment to the GCTO. For avoidance of doubt, such termination will be treated as default by the GCTO. In case of any dispute whether any activity is related to DFCCIL/Railway cargo business or not, the decision of the nodal officer (i.e., GGM/OP&BD-I)

shall be final and binding on the GCTO.

12. As this GCT is located completely on DFCCIL/Railway land, it will remain a common-user facility. The GCTO shall ensure non-discriminatory access for all customers/ potential customers to such Terminals. The GCTO will not prevent any customer/ potential customer from accessing the Terminal (provided the facilities for handling their cargo exists at the terminal). Road access to the GCT will not be blocked by the GCTO. The operations/maintenance or any other activity etc. at the GCT or arising due to any act of omission or commission by GCTO should not hamper or obstruct either the other GCT users or affect the working of serving station. DFCCIL shall reserve the right to levy penalty/compensation toward any losses in such cases.

12.1 All handling (Loading and unloading) of cargo at the GCT shall be done by the GCTO (or any other agency appointed/authorized by it), for which handling charges/fee, as decided by the GCTO may be charged. Handling charges/ fee shall be fixed in a non-discriminatory manner and shall conform to good industry practices.

13. GCTO will have permission to expand the Terminal further by acquiring/ leasing the adjacent non- DFCCIL/Railway land. However, any such acquisition/ leasing of additional land will have to be managed by the GCTO through its own resources. DFCCIL will not charge any Land License Fees for the additional land acquired by the GCTO. In such cases, the levy of TC & TAC and their sharing with the GCTO will continue as per the agreement already signed.
14. The GCTO shall be responsible for clearance of all dues, including demurrage charges, accrued within the GCT.
15. Freight charges, demurrage charges etc. shall continue to be levied as per extent policies/rules of Indian Railways as applicable from time to time. However, no wharfage shall be levied by DFCCIL/Railway for storing/stacking of goods on land licensed to the GCTO. The GCTO can levy a charge on other users for providing storage/ stacking etc. space on the land leased to it. It should not be confused with the term “Wharfage”, either as a technical term used by Indian Railway or its rate.
16. Stabling Charges applicable:
 - i) Each case of stabling of a rake on DFCCIL/IR network exclusively for want of acceptance by GCT will be recorded as an instance of non-acceptance. When any rake is stabled on DFCCIL/IR network for want of acceptance by GCT or for reasons attributed to GCTO, Stabling Charges will be levied.
 - ii) The quantum of stabling charges shall be as per para 6.0 (chapter I) of Rates Master Circular/Demurrage-Wharfage Waiver/2016 (as modified from time to time).
 - iii) Further, in situation of congestion involving stabling of rakes for acceptance by a GCT, DFCCIL/IR will be authorized to impose loading restriction or quota for an appropriate duration for such a GCT.
17. The bidder shall be responsible for all the costs associated with the preparation of the proposal and their participation in the selection process. DFCCIL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
18. The bidder should be familiar with the clearance required from various authorities to commence work. The bidder shall be deemed to have carried out preliminary checks with relevant authorities.
19. **Electricity and Water Charges during construction and after commissioning-**

19.1 The Bidder, once selected shall become Gati Shakti Multi-Modal Cargo Terminal Operator "GCTO" and shall be liable to pay deposits payable against different heads like Security Deposit for connections, Water charges, Electricity Charges GST (as applicable) and any other charges as advised from time to time as per terms and conditions determined by the DFCCIL/Railway.

19.2 During construction of GCT, all the switches, MCBs, cables, pipes etc. will have to be provided at their own cost by the GCTO. GCTO may arrange electricity and water from outside agencies. If GCTO opts for water and electric connectivity from DFCCIL, a separate electric meter and flow meter for electricity and water respectively will be installed by GCTO at its cost and it will be liable to keep a record of the same and produce the same during any inspection and update the summary of consumption in the monthly bill. Connection shall be provided by DFCCIL from the nearest available electric point and water point from where GCTO shall extend connection at its cost. After construction and for the entire period of contract, GCTO may or may not choose the electricity and water connection facility from DFCCIL. If GCTO opts for these facilities from DFCCIL, the charges of the same will have to be paid by it.

20. **Tax Liability**

The GCTO shall be responsible for all the taxes to be paid to the civic and other agencies for the service rendered by it. There will be no tax liability upon the DFCCIL whatsoever on any amount. All taxes i.e., GST and income tax will be dealt as per extant rules.

21. **Monitoring and completion of the work:** GCTO shall engage" DFCCIL approved "consultant for survey, construction, management/operation of Railway sidings/terminals (list available at DFCCIL website) at its own cost for the following:

21.1 It will be obligatory for the GCT Operator (GCTO) to submit Monthly works progress report to AGM/TS/CO by 7th of every month.

21.2 After the completion of work (as per scope of work prescribed in Section-II of this document), the GCTO will submit work completion report confirming to the laid down specifications in writing to AGM/TS/CO.

22. **Schedule of Payment**

22.1 There will be no advance payment. After issuance of approval of construction plan submitted by GCTO, it has to execute the work as per scope of work.

22.2 Once work is completed as per the scope of work so mentioned, the GCT will be inspected and completion certificate to be issued by an approved consultants engaged by the GCTO as per clause 21 above.

22.3 A work completion certificate will be submitted to the convener of the committee AGM/TS.

22.4 Once work completion certificate is received, the case of commercial notification will be processed.

22.5 The data for the rake handled will be given to the GCTO by DFCCIL or can be taken from FOIS-TMS, by the GCTO who will prepare bill/statement as per the share of GCTO.

22.6 The GCTO shall submit necessary documents & monthly Bills in the standard format for payment. The GCTO will submit the bill/statement on monthly basis in 02 copies duly forwarded by concerned Sr. Executive (OP&BD) (Station Incharge) by 10th of following month in the office of AGM(OP&BD) along with the certificate of compliance of para 42 of Section V.

22.7 The payment against the bills, after due checks, will be made online as per the bank details provided by GCTO or by DFCCIL, as the case may be.

In case the tender is awarded in favour of a bid, where the bidder proposes to pay a percentage

share of TC and/or TAC to Railways/DFCCIL, the process and schedule of payment shall remain same as elaborated in this para.

22.8 All the terms & conditions of the bills for payments purpose should be strictly complied with in accordance with the guidelines, issued by the competent authority from time to time.

22.9 Month is defined as per calendar month. Suppose the GCT is commissioned on 15 August, then 1st payment will be calculated for the period of 15th August to 31st August, thereafter payment cycle will be co-terminus with financial month i.e. 01-30 September and so on.

23. **Materials specification**

Approved quality of branded items should only be used for the work under 'scope of work'. All repairs and routine maintenance of the common user facilities of the GCT should be promptly attended by the GCTO as per the provisions of "Master Circular on Gati Shakti Multi-Modal Cargo Terminal -2022. The Sr. Executive (OP&BD) (Station Incharge) of the concerned station shall duly notify the representatives of the agency of the repair and maintenance works required. A register to this effect duly noting the date of instruction, instruction itself and date of attention/completion is to be kept by Sr. Executive (OP&BD)(Station Incharge) as well as the GCTO and produced per Quarter along-with the bill for payment duly certified by the Sr. Executive (OP&BD)(Station Incharge).

24. **Adherence to Specifications and Drawings**

The whole of the construction work shall be executed in conformity with the specifications and procedures (and drawings, wherever applicable) of the contract. If GCTO performs any act in a manner contrary to the specifications or drawings or any of them and without such reference and approval of AGM/TS, it shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the DFCCIL. Refer to Annexure III for same.

25. **Complaints and Suggestions**

While the GCTO is responsible for ensuring complaint free service, they should also maintain complaint and suggestion register at the Sr. Executive/Station Incharge office/Suitable place, as directed by DFCCIL, which should be made available to the users on demands. The Complaint book will be regularly checked by authorized DFCCIL/railway officers/inspectors. DFCCIL can impose a fine on the service provider if the desired level of service is not rendered for lack of proper upkeep, facilities etc.

26. **Following agreements will be signed between DFCCIL and GCTO:**

26.1 Land Licensing Agreement:

This will be signed between Zonal Railway or any other authorized officer as decided by Ministry of Railways and GCTO as per terms and condition of Letter No. 2021/LML/25/5 dated 04.10.2022 https://indianrailways.gov.in/railwayboard/uploads/directorate/land_amen/downloads/2022/Master-Circular-Land-Management.PDF. The land license fees charge, and escalations thereof will be governed by the same policy and amendments from time to time. Land Licensing Agreement is enclosed as Annexure XV.

26.2 Standard GCT Agreement: GCT agreement will be signed as per clause 1.1.3 of Section III of this document between the GCTO and AGM(OP&BD), DFCCIL on behalf of the MD/DFCCIL and will be executed in the office of the AGM(OP&BD), DFCCIL, New Delhi. Standard Agreement for Gati Shakti Multi-modal Cargo Terminal (fully/partially) on Railway Land is enclosed as Annexure XV.

The agreement is as per Railway Board GCT Agreement [https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Freight Marketing_2022/FMC-13.pdf](https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Freight_Marketing_2022/FMC-13.pdf)

26.3 The Agreements once signed shall not be varied, altered, modified, cancelled, changed, or in

any way amended except by mutual agreement of the parties in a written instrument executed by the parties hereto, their legal representatives or their respective successors or assignees.

27. The GCTO after signing agreement shall not transfer, sublet or dispose of the rights and benefits under the agreement or any project agreement except with in consonance with clause 32 of Annexure XV as per Standard Agreement for GCTs issued by freight Marketing Directorate of Indian Railway on 07.07.2022.
28. The GCTO shall be responsible for management of all labour and it shall ensure enforcement of existing labour laws, Minimum wages act and at no point of the time should the DFCCIL be drawn into litigation on these counts. The GCTO should indemnify the DFCCIL for the damages caused due to non-compliance to any stationary law, by law or service conditions.
29. The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in its tender offer and the bidder shall when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the DFCCIL shall not relieve the bidder of its obligation or liabilities hereunder nor will it affect any rights of the DFCCIL their under.
30. **Employment/Partnership etc. of Retired DFCCIL Employees**
- 30.1 Should a bidder,
- 30.1.1 be a retired Engineer of the gazette rank or any other gazette officer working before its 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 DFCCIL/railways owned and administered by the MD DFCCIL for the time being,
- OR
- 30.1.2 being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazette rank or any other gazette officer working before its retirement,
- OR
- 30.1.3 being an incorporated company have any such retired Engineer of the gazette rank or any other gazette officer working before its 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 bidder will give full information as to the date of retirement of such Engineer or gazette officer from the said service and as to whether permission for taking such contract, or if the GCTO be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the bidder 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, shall be clearly stated in writing at the time of submitting the tender.
- 30.2 In case, upon successful award of contract, should a bidder depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazette officer working before its retirement in the Engineering or any other department of any of the DFCCIL/railways owned and administered by the MD DFCCIL for the time being, and now in its employment, then the bidder will ensure that retired Engineer or retired gazette officer had retired from government service at least 1 year prior to the date of its employment with bidder and in case he had retired from service within a

year then he possesses the requisite permission from the Managing Director or any officer, duly authorized by him in this behalf, to get associated with the bidder.

- 30.3 Should a bidder or GCTO being an individual, have member(s) of its family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of its 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, is employed as a gazette official in the Engineering or any other department of the DFCCIL/railway, then the bidder 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 para-30.1, 30.2, 30.3 above has not been furnished, contract will be terminated.

31. **Omissions & Discrepancies:** Should a Bids find discrepancies in or omissions from the drawings or any of the Bid Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting Bidders who may send a written instruction to all the Bidders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful Bidder 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.
32. **Carriage of Materials**
No forwarding orders shall be issued by the DFCCIL for the conveyance of GCTO's materials, tools and plant by DFCCIL which may be required for use in the works and the GCTO shall pay full freight charges at public tariff rates, therefore, if required.
33. **Representation on site:**
The GCTO shall, when not personally present on the site of the workplace, will appoint a responsible agent during working hours who shall on receiving reasonable notice, present himself/herself to the AGM/TS, and orders given by the AGM/TS or its representative to the agent shall be deemed to have the same force as if they had been given to the GCTO. Before absenting itself, the GCTO shall furnish the name and address of its agent for the purpose of this clause and failure on the part of the GCTO to comply with this provision at any time will entitle the DFCCIL to rescind the contract.
34. **Indemnity by GCTO**
34.1 The GCTO shall indemnify and save harmless the DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the GCTO, its agents or employees, in the execution of the works wherever applicable or in its guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
34.2 If any accident occurs with any worker of the contractor while doing his job, the DFCCIL will not be liable in any way and the sole responsibility for payment of compensation, etc. will be of the GCTO.
35. **Illegal Gratification:**
35.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the GCTO or its/her partner, agent or servant or anyone on its behalf, to any officer or employee of the DFCCIL, or to any person on its behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject GCTO to the rescission of the contract and all other contracts with the DFCCIL and to the

payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from the GCTO's bills/Performance Guarantee or any other dues of GCTO with the DFCCIL/Railways/Government of India.

35.2 The GCTO shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the contract and all other contracts with the DFCCIL. Any question or dispute as to the commission of any such offence or compensation payable to the DFCCIL under this Clause shall be settled by the MD DFCCIL, in such a manner as he shall consider fit & sufficient and its decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the GCTO will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

36. **GCTO's Understanding**

It is understood and agreed that the GCTO has, by careful examination, satisfied itself as to the nature, scope and location of the works, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the work, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

37. **Alterations to be Authorized**

No alterations in or additions to or omissions or abandonment of any part of the construction work shall be deemed authorized, except under instructions from AGM/TS. The GCTO shall be responsible to obtain such instructions in each and every case in writing from AGM/TS.

38 **Provision of Efficient and Competent Staff at Sites by the GCTO**

38.1 The GCTO shall place and keep on the work at all times efficient and competent staff to give the necessary directions to its workmen and to see that they execute their work in sound & proper and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

38.2 The GCTO shall at once remove from the site any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by AGM/TS/CO or its/his representative and if and whenever required by AGM/TS/CO, the GCTO will submit a correct return showing the names of all staff and workers employed by it.

38.3 In the event of AGM/TS/CO being of the opinion that the GCTO is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the GCTO shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the AGM/TS/CO within seven days of being so required and failure on the part of the GCTO to comply with such instructions will entitle the DFCCIL to rescind the contract.

39 For anything not mentioned in bid document, "Master Circular on Gati Shakti Multi-modal Cargo terminal (GCT) – 2022" and its amendments up to date shall prevail.

40 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules or any other act applicable, DFCCIL is obliged to pay any amount of wages to a workman employed by the GCTO in execution of the work or to incur any expenditure on account of the contingent liability of DFCCIL due to the GCTO's failure to fulfil his statutory obligations under the aforesaid Acts and the Rules, DFCCIL shall be at liberty to withhold from the bills of the GCTO the amount of the wage as paid or the amount of expenditure so incurred and without prejudice to the rights of DFCCIL under relevant sections of the concerned Acts. DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the bills due for the month or from any sum due by DFCCIL to the GCTO whether under the particular contract or otherwise. DFCCIL shall not

be bound to contest any claim made against it under any sections of any of the Acts. The decision of DFCCIL regarding the amount actually recoverable from the GCTO as stated above shall be final and binding on him.

41 EMPLOYEES PROVIDENT FUND & ESI

- 41.1 The onus of deposit of PF/ESI dues shall be on the GCTO. Payment against GCTO's bills for TC and TAC will be released only when notarized copies of relevant challans, PF Registration/Code Number along with photocopies of attendance and payment registers are provided for the previous month (i.e. one month prior to the period for which the bill pertains).
- 41.2 It shall be mandatory for the GCTO to obtain Valid Labour License under Contract Labour (Regulation and Abolition) Act, 1970 (or at least apply) before the commencement of the work. (To enable the GCTO to apply for labour licence, necessary certificate of award of work shall be given by DFCCIL).
- 41.3 If DFCCIL at any time, considers the mode adopted by the GCTO of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the GCTO may be withheld during such non-compliance.
- 42 **Law governing the contract:** The contract shall be governed construed and interpreted in accordance with applicable laws of India. Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgments, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.
- 43 In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of the contract, but the contract shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.
- 44 Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tender/s in its/their entries should be in ink and must be attested by him/them under full signature and date.
- 45 Additional conditions or deviations, if any must be mentioned by the bidder(s) in a separate letter with the technical bid. The DFCCIL reserves the right not to consider conditional tenders and reject the same without assigning any reason.
- 46 No Post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Financial offer. Even suo-moto post tender letters of the bidder(s) shall be treated as NULL & Void.
- 47 During this bid offer validity period, the bidder cannot withdraw its/their offer subject to period being extended further if required by mutual agreement from time to time. It is understood that tender documents have been sold/issued to the bidder and the bidder is/are being permitted to tender in stipulation on its/their part that after submitting its/their tender he/they will not be permitted to modify its/her offer or the terms and conditions thereof in a manner not acceptable to the DFCCIL. In case bidder fails to observe to comply with the forgoing stipulation, the amount deposited as security as due performance of the stipulation and to keep the offer open for the specified period shall be forfeited to the DFCCIL. If the tender is accepted, the Earnest Money shall be converted into Performance Guarantee and if exempted from paying EMD (MSE) then performance guarantee equal to EMD is to be deposited within 21 days in the form of bank guarantee valid upto 6 months beyond the construction period.

- 48 No interest is payable upon the Earnest Money and Performance Guarantee or amount payable to the GCTO under contract.
- 49 The GCTO shall be responsible for carrying out all legal obligations as may be required by the law. The list below is for guidance and is not exhaustive:
- i. Contractor Labour (Regulation and Abolition) Act 1970.
 - ii. Minimum Wages Act, 1948.
 - iii. Payment of Wages Act 1936.
 - iv. Apprentices Act, 1961.
 - v. The Workman's Compensation Act., 1923
 - vi. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
 - vii. "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996"
 - viii. Employees State Insurance Act, 1948
 - ix. Employees' Pension Scheme, 1995
 - x. Factories Act, 1948
 - xi. Enforcement of Employment of Manual Scavengers and Construction of Dry Latrines (Prohibitions) Act, 1993
 - xii. Solid Waste Management Rule, 2016.
 - xiii. The minimum wages rate shall be calculated as per latest notification by Ministry of Labour & Employment, Government of India, Office of The Chief Labour Commissioner I, New Delhi regarding fixation of Minimum wages.
 - xiv. Guidelines issued By NGT time to time.
 - xv. The GCTO shall also fulfill any other required legal obligations as part of this contract.
- 50 **Policy Governing the Contract:**
- 50.1 Except where specifically stated otherwise in the tender documents, the work is to be carried out in accordance with Master Circular on Gati Shakti Multi-modal Cargo Terminal-2022 https://indianrailways.gov.in/railwayboard/uploads/directorate/traffic_comm/Freight_Marketing_2022/GCT%20-2022.pdf and its amendments issued from time to time.
- 50.2 Where there is any conflict between special tender conditions regarding instructions to bidder(s), special conditions relating to site data and specifications and the stipulations contained in the schedule of rates and quantities on the one hand and the Master Circular on Gati Shakti Multi-modal Cargo Terminal-2022, on the other hand, the former shall prevail.
- 51 Income Tax / TDS: Under Section 194-C of the Income Tax Act 1961, deduction of 2% plus surcharge as applicable on Contract will be made on the bills paid to the GCTO as share of TC & TAC.
- 52 The capital cost of the GCT, security of assets, maintenance of assets, cost of electrification, handling of wagons in GCT, C&W maintenance facilities, authorized users, engine-on-load scheme, charging of commercial staff etc. will be as per the provisions of Master Circular on Gati Shakti Multi-modal Cargo Terminal-2022.
- 53 **Installation of FOIS and TMS**
- 53.1 FOIS and TMS with limited access as prescribed by Indian Railways shall be installed at the terminal at the cost of GCTO. All RRs will be prepared through TMS. Complete maintenance of FOIS and TMS will be done by DFCCIL at its own cost.
- 53.1.1 Cost of replacement of FOIS and TMS equipment, at the end of their codal life, shall be borne by the GCTO.

- 53.1.2 GCTO, at its own cost, shall provide all facilities (including room with necessary infrastructure for office activities, furniture, electricity, hardware, network connectivity, telephone, etc.) for installing FOIS terminal in the GCT, for issuing of RR and/or taking delivery of consignment.
- 54 **Provision of weighbridge:**
The GCTO will have to install Electronic In-motion Weighbridge (EIMWB) at a suitable location for outward loading as per provision of clause 15 of Gati Shakti Multi-modal Cargo Terminal (GCT) policy and amended from time to time. In case of outward loading, GCTO shall be mandated to install EIMWB at its own cost, at location decided by DFCCIL.
- 55 Unless otherwise mentioned in the tender conditions, all 'Commercial and Operating rules' as applicable for a goods-shed/CRT of Indian Railways as applicable from time to time for booking, weighment, supply and delivery of goods shall be applicable at GCT.
- 56 Any loss or damage caused to the rolling stock or fixed assets during operation (loading/unloading) or other activities entrusted to the GCTO during agreement period will be borne by the GCTO.
- 57 DFCCIL shall reserve the right to grant connectivity to another GCT(s) from the connectivity portion of track, either on Railway land or on non-Railway land, subject to operational feasibility and consideration that the traffic movement to/from the initial GCT is not disrupted. Cost of the capacity enhancement work/traffic facilities up-gradation, if required to support the traffic of both terminals (as decided by the GGM/OP&BD-I), shall be borne by the GCT to whom connectivity is being subsequently granted. However, in case traffic facilities up-gradation/ capacities enhancement work is required in future, capital cost of the same shall be shared by both GCTs according to the increase/ expected increase in traffic handled by them, as decided by GGM/OP&BD-I.
- 58 **Dispute Resolution**
- 58.1 In case of any dispute arising in the interpretation of the Policy, the decision of GGM/OP&BD-I will be final and binding.
- 58.2 **Conciliation:** All disputes and differences of any kind whatsoever arising out of or in connection with the construction and operations of GCT shall be referred by the GCTO to DFCCIL through 'Notice of Dispute.' DFCCIL shall, within 30 days after receipt of the 'Notice of Dispute,' notify the name of conciliator(s) to the GCTO. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of Agreement. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written Settlement Agreement duly signed by DFCCIL's representative AGM(OP&BD), GCTO and conciliator(s). When the settlement agreement is signed, it shall be final and binding on the parties. The conciliators shall be paid fee as fixed by DFCCIL time to time, which shall be shared equally by the parties.
- 58.2.1 The parties shall not initiate, during the conciliation proceedings, any reference to arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 58.2.2 The conciliation shall be carried out as per 'The Arbitration and Conciliation Act, 1996' and the proceedings shall be terminated as per Section 76 of the above Act.
- 58.3 **Demand for Arbitration:**
(i) If the dispute is not settled through Conciliation (as mentioned in forgoing paras above), it shall be decided by reference to arbitration. Arbitration shall be carried out as per provisions of "The Arbitration and Conciliation act, 1996" and its amendments which shall apply to the arbitration proceedings under this clause) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such

dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference Place of Arbitration: That the place of arbitration shall be New Delhi/Delhi) The language of the arbitration proceeding shall be in English language.

58.3.1 Obligation during Pendency of Arbitration: Work under the GCTO shall continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

58.3.2 Appointment of arbitrator

(a) In cases where the total value of all claims in question added together is upto ₹1,50,00,000/- (Rupees One Crore Fifty Lakh), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be appointed 'Out of the approved panel of arbitrators in DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Managing Director/DFCCIL.

(b) In cases where the total value of all claims in question added together exceeds ₹1,50,00,000/- , the Arbitral Tribunal shall consist of a Panel of three Arbitrators. For this purpose, the DFCCIL will send a list of more than 3 names of DFCCIL empanelled Arbitrators which may also include the name(s) of empanelled Arbitrator(s) to the contractor within 60 days from the day when a written and valid demand for Arbitration is received by the MD/DFCCIL. GCTO will be asked to suggest to MD/DFCCIL at least 2 names out of the list for appointment as GCTO's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the GCTO's nominee and will, also simultaneously appoint the second Arbitrator.

Third member, who will also act as the presiding Arbitrator, will be appointed by mutual consent of the first two Arbitrators from the list of empanelled Arbitrators. If these two Arbitrators fail to reach an agreement on the third Arbitrator then, on request by either or both parties, appointment will be made by the Managing Director/DFCCIL.

58.3.3 If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

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

58.3.5 The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

58.4 All disputes are subject to the territorial jurisdiction of Courts located in New Delhi only.

58.4.1 That both the parties shall hereby submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of the contract and the courts at Delhi shall have the sole and exclusive jurisdiction to hear and decide such actions and proceedings.

59 **Restricted Commodities:** None.

60 After issue of the Letter of Allotment, the procedure and time-lines for submission and approval of ESP and other related activities in accordance with clause 11 of Schedule '2' of the GCT

policy'2022 shall be followed.

- 61 The DFCCIL/Railway land used for providing connectivity to the Terminal shall remain in possession of DFCCIL, along with the entire infrastructure created on it (as per provisions of Para 5.1.2 & 5.1.3 of the Policy).
- 62 DFCCIL/Railway land where GCT is developed partially or entirely on railway land (except for Railway land provided for the connectivity to GCT, which will remain in possession of DFCCIL/IR along with the entire infrastructure created on it; as mentioned in para 13 of Schedule 2 of GCT Policy'2022) will be licensed to GCTO - for which modalities of calculating and levying land license fee shall be as per extant rules/Board's circular on land licensing (2021/LML/25/5 dated 04.10.2022 and as amended from time to time.
- 63 **Termination of Agreement:**
- 63.1 Subject to the provisions in the Agreement, DFCCIL may terminate the Agreement with a GCTO operating a GCT in the event of any serious irregularity committed by the GCTO. This may include any grave breach of the terms and conditions of the Agreement, any default by GCTO, violation of The Railway Act, 1989, or commission of an unlawful act which is not in-line with Good Industry Practices.
- 63.2 Before terminating the Agreement, DFCCIL shall first issue a Show Cause Notice, informing GCTO to submit representation within 30 days. If no response is received, or if the response of GCTO is not satisfactory, a written Notice of Termination specifying a grace period of 180 days shall be given to the GCTO, by AGM(OP&BD) with the approval of GGM/OP&BD-I. However, if no reply to the Notice for Termination is received within 180 days of the issue of Notice for Termination, the Agreement with GCTO will stand terminated and the same shall be communicated by AGM(OP&BD) to GCTO. No termination payment shall be made by DFCCIL to the GCTO.
- 63.2.1 If the GCTO submits a reply within 180 days, DFCCIL will take further course of action on the merit of the case.
- 63.3 The GCTO will also have the right to terminate the Agreement by giving a notice of 180 days to DFCCIL in the event of any difficulty faced by the GCTO in smooth functioning of the Terminal for reasons attributable to DFCCIL as laid down in this policy or for any other reason internal to the GCTO. No termination payment shall be asked by DFCCIL from GCTO.
- 64 **Force Majeure**
- If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of AGM/TS as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
- 65 Prospective bidders shall be required to sign Pre-Contract Integrity Pact enclosed with RFP enclosed as Annexure-XIV. Before submission of bid in IREPS, the Pre-Contract Integrity Pact will be endorsed from DFCCIL office and notarised to be attached with bid.

SECTION – VI: SPECIAL CONDITIONS OF CONTRACTS

In addition to instructions to the bidders in section-IV above, following special conditions shall be binding on the contract:

1. Scope of work at is detailed in Section-II of this document (as per the details given in Annexure- II and III).
2. The hatched area, as per the layout given in Annexure- II, shall be leased to the GCTO under levy of land license fee as stated in para 14 of schedule 2 of Railway Board GCT policy dated 06.12.2022. The bidder may carefully account for the license fee. The area mentioned for land lease is approximate. The Land lease agreement with Indian Railways will be on basis of measurements finalized by concerned Division/Zonal Railway of Indian Railways.
3. The GCT shall be permitted to book and handle all types of Traffic, except the ones restricted as per clause 59 of section V of this document.
4. The work shall be carried out in accordance with the work specifications and cross-sectional diagrams given in Annexure III.
5. In case of any damage arising on account of GCTO, all responsibility and cost of same will be borne by GCTO. The bidders are advised to inspect the location before participating in the tender.
6. Upon completion and/or termination of the contract, any infrastructure (other than that included in the Scope of work) installed by the GCTO within the area licensed to it will have to be dismantled and removed at its own cost, either fully/partially, from DFCCIL premises, if so asked by DFCCIL.
7. The GCTO should note that only the staff in uniforms as approved by DFCCIL shall be allowed for duty. They must also carry an Identity Card issued by GCTO and as approved by the DFCCIL acting through the AGM(OP&BD). Any contractual staff without Identity Card and/or not in uniform shall not be permitted to perform its duties. The workers shall be supplied with sufficient sets of uniforms by the GCTO at its own cost so that they wear them at all times and keep them clean.
8. GCTO should ensure that staff/ supervisors should not have criminal background. Police verification report in this regard shall be necessary. Antecedent, Aadhaar card details and address of GCTO's labour is to be maintained by the GCTO duly verified by it and should be made available to the DFCCIL on demand.
9. The GCTO shall take at its own cost, as mandated by statutory laws, necessary insurance cover in respect of staff and other personnel to be employed or engaged by it in connection with the aforementioned works to be carried out and shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify the DFCCIL against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which the DFCCIL may be partly or fully involved as a result of the GCTO's failure to comply and of the obligation under the relevant act law which the GCTO is to follow.
10. Staff/labour deployed against the contract shall not indulge in criminal activities, alcohol consumption, smoking, eating pan/gutka etc. on duty, failing which appropriate action may be taken by DFCCIL.
11. The information and drawing mentioned in the tender documents are being furnished for general information and guidance only. The DFCCIL in no case shall be held responsible for the accuracy thereof or any interpretations or conclusion drawn thereof. The bidder shall verify such data to its entire satisfaction before quoting the rates.
12. The work shall be carried out in the manner complying in all respects with the requirements of relevant by-laws of the local body under the jurisdiction of which the work is to be executed. The GCTO shall comply with all statutory requirements and direction/s of the local or public authority/s or municipality and abide by their rules and regulations and pay all fee and charges, which may be liable. Bidder shall pay necessary taxes as due, etc. to concerned authorities and shall not claim any of the above from Indian Railway/DFCCIL. The GCTO shall give due notice to municipality, police and/or other authorities that may be required under the law/rules under force

- & obtain all requisites licenses for temporary obstructions/ enclosures and pay all charges which may be leviable on account of its execution of the work under the agreement. Nothing extra shall be paid on this account.
13. The GCTO shall be responsible for arranging at its own cost all necessary tools, plants & machines required for execution of work.
 14. No assistance of any kind shall be made available by the department for the purchase of equipment, plants, machines, materials of any kind or any other items required to be carried out in execution of work.
 15. The GCTO shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other GCTO(s)/Contractor(s) or by the Sr. Executive (OP&BD)/Concerned in-charge on duty and shall as far as possible arrange its work and shall place and dispose of the material being used so as not to interfere with the operations of other Contractors, or it shall arrange its work with that of the others in an acceptable and co- ordinate manner and shall perform it in proper sequence to the complete satisfaction of Sr. Executive (OP&BD)/TI.
 16. Existing drains, pipes, cables, overhead wires, sewer lines, water lines and other services encountered during the execution of the work shall be protected against the damage by the Bidder at its own expense. The GCTO shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case of damage to DFCCIL cables/assets, the cost will be recovered from GCTO.
 17. DFCCIL shall not be responsible for any loss of any machines, tools and materials used by the GCTO at site.
 18. GCTO shall abide by all provisions of latest Safety, Health and Environment Manual of DFCCIL.
 19. Applicable taxes will be deducted as per extent taxation laws from payables to the GCTO.
 20. In the event of any restriction being imposed by the DFCCIL, security agency, Traffic or any other authority having jurisdiction in the area on the working or movement of labour/ material, the GCTO shall strictly follow such restrictions and no claim/compensation etc. shall be payable to the GCTO on this account.
 21. General Security restrictions are given as under:
 - a. Labour huts/ stay of workmen will not be allowed at site under any circumstances whatsoever.
 - b. GCTO shall engage labor based on its police verification only. Identity cards will be issued by the GCTO at its own cost carrying a passport size photograph of the staff, their signature, a unique identification number, their name, residential address, blood group etc.
 - c. As and when there will be security requirements, certain additional restriction can be imposed as per the requirement of the situation
 - d. The GCTO shall be responsible for behavior and conduct of its workers engaged by it. No worker with doubtful integrity or having bad record shall be engaged by the GCTO.
 22. No payment whatsoever shall be made for any damage caused by external causes, for e.g., rain, flood, terrorist activity or any other calamity during or after commissioning of the project, the cost of restoration shall be borne by the GCTO.
 23. In case of damages to the assets due to accident etc., the replacement shall be done by Railway/DFCCIL. However, if the responsibility of the accident, after enquiry (joint enquiry by the representatives of DFCCIL as well as GCTO), is fixed on the GCTO- the GCTO shall have to bear the cost of all the replacements. The decision of nodal officer, i.e. GGM/OP&BD, in this regard shall be final.
 24. Before commencement of agreement, DFCCIL is at liberty to inspect the tools, plants, machines etc. to be deployed by the GCTO during construction work.
 25. The GCTO shall be the principal employer of the workman and any other staff deployed by it in the DFCCIL and in no case there shall be a relationship of Employer and Employee between the DFCCIL and the said manpower.
 26. The GCTO shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour and transport laws.
 27. The manpower employed by the GCTO shall have no right, whatsoever, for any appointment in the

DFCCIL in temporary/ adhoc/ daily wages/ regular capacity on the basis of their work in the DFCCIL.

.

Tender Submission letter

To,

The Managing Director

Acting through General Manager/OP&BD,

DFCCIL, 3RD FLOOR,

SUPREME COURT METRO STATION BUILDING COMPLEX,

NEW DELHI 110-001

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our “Earnest Money”. I/We offer to do the work for **“Plan, Construct, Develop & Operate Gati Shakti Multi-modal Cargo Terminal (GCT) for handling cargo at Line No. 1A of New Bhaupur Station entirely/partially on DFCCIL Land”**, at the rates quoted in the attached schedule and hereby bind myself/ourselves to commence constructions within three (03) months of the grant of approval of construction (LOA) and complete the constructions in all respects within eighteen (18) months from the grant of approval (LOA).

2. I/we have examined the scope of work, general/ special conditions and entire tender document relating to the works specified in the memorandum hereinafter set out and have visited and examined the site of works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender, I/ We hereby offer to execute the work specified in memorandum in all respects with the specification and instructions in writing and with such materials as are provided for in all other respects in accordance with such conditions so far as they are applicable.

3. I/We also hereby agree to abide by the **“Master Circular on Gati Shakti Multi-Modal Cargo Terminal -2022”**, with all amendments up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by DFCCIL in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up to date for the present contract.

4. A sum of **Rs. 1,00,00,000/- (Rupees One Crore Only)** has already been deposited online/ (Bank Guarantee Bond from Bank, date) as Earnest money. Full value of the Earnest money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

OR

I/We as an MSE...etc are exempted from depositing EMD as per clause 13 of Section 1 of this RFP. I/We will be black listed without prejudice to any other right or remedies in case my/our Tender is accepted and if:

(a) I/We do not execute the contract agreement within seven days after receipt of notice issued by the DFCCIL that such documents are ready: and

5. I/We do not complete the work as undertaken in para 1 above the performance guarantee deposited would be forfeited.

6. 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 Allotment of my/our offer for this work/service.

7. Should this tender be accepted, I/ We hereby agree to abide by and fulfill the terms and provisions of the said conditions of the Contract Agreement, so far as they may be applicable.

(Signature and seal of the Bidder)

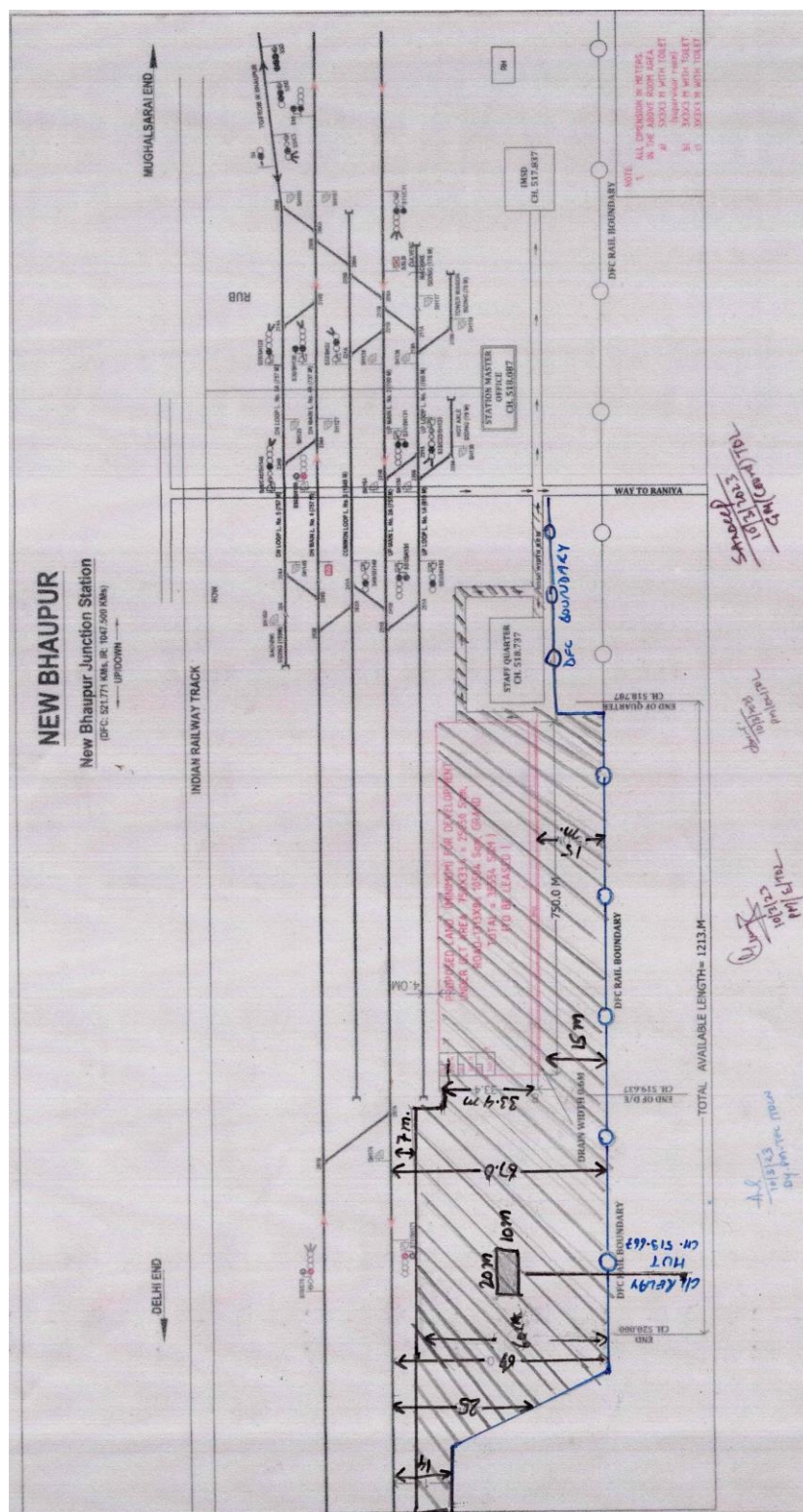
Date.....

Address.....

.....

e-mail ID:

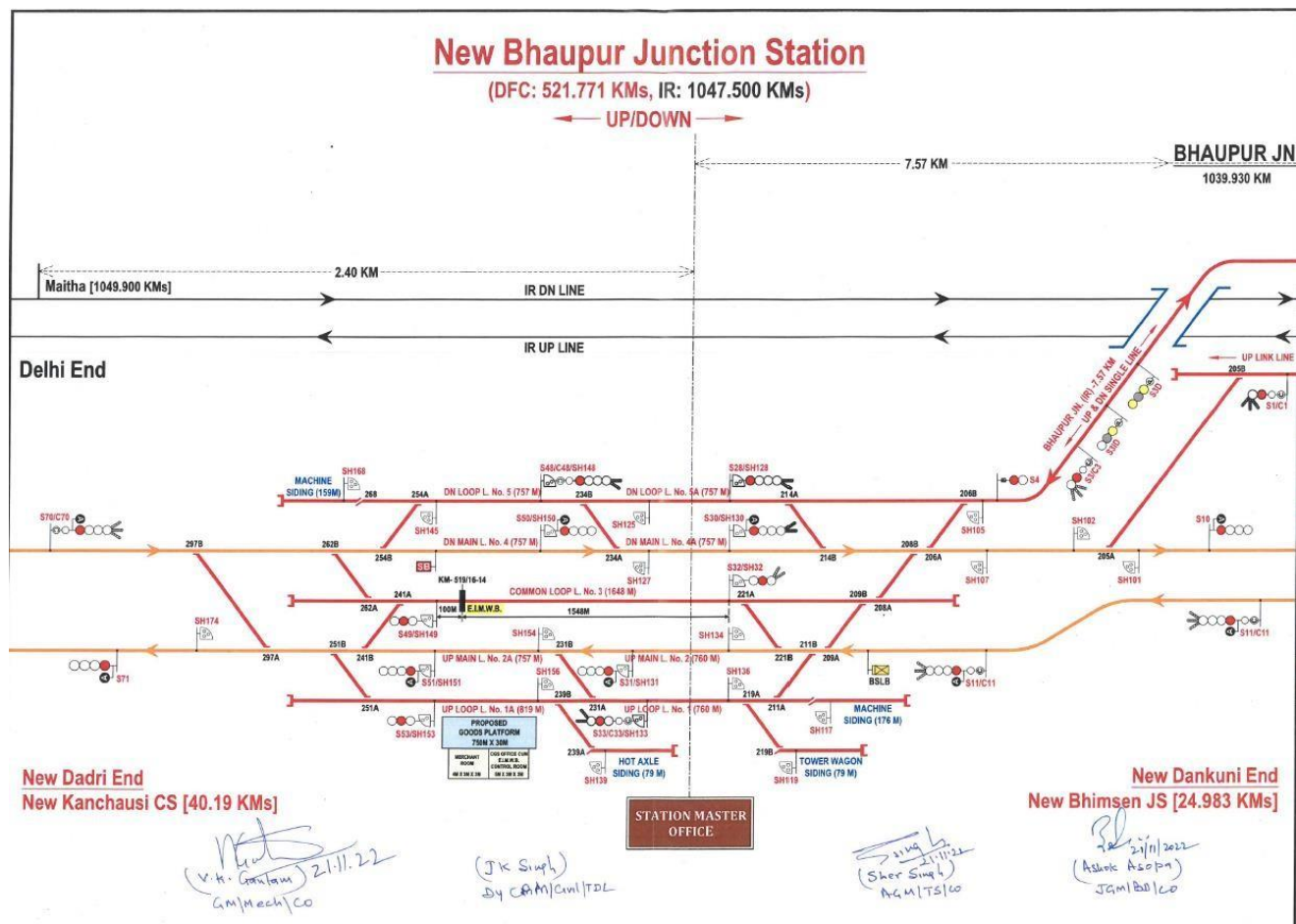
Schematic diagram/concept plan of New Bhaupur Station and proposed Gati Shakti Multimodal Cargo Terminal.



Note:

1. The entire hatched portion will be leased to GCT
2. There is a Relay hut of the size 10*20 mtrs at chainage 519.667. GCTO to allow access to the Relay-Hut for DFCCIL staff as and when required.

Schematic map for installation of EIMWB at location indicated on station diagram



Cost estimate Summary:

SN	Indicative Estimate for minimum standard facilities as per standard unit cost (Rs.)	Total Cost (Rs)
1	Building work (Covered area 20 x 09m = 180 sq mt) (RCC Framed structure 20 x 9 mtr having provision for Goods office, Merchant Room, Room for Labour & Toilet in eachroom) (Rate as per CPWD plinth area @ Rs. 27,090 per sq mt)	Rs. 48,76,200.00
2	RCC Drain (0.6m x 0.6m x 1000m) (1 km length at the edge of Road connecting to existing drain near staff quarters towards station building @ Rs. 6,169.06 per metre)	Rs. 61,69,060.85
3	Platform (750m x 33.4m = 25050 sq mt) (Platform of 300 mm GSB thick over & earth fill of 1750 mm depth @ Rs. 1138.18 per sq metre)	Rs. 2,85,11,409.00
4	CC Road of 8.0 m wide & 1313 m Length @ Rs. 20043.43 per metre	Rs. 2,63,17,023.59
5	Stone masonry around the platform (providing a retaining wall): 750+33.4+33.4=816.8 m @ 17237.90 per metre	Rs. 1,40,79,916.72
6	1 nos. Electronic In-motion Weighbridge (EIMWB) (supply, installation and commissioning) (In accordance with RDSO specification WD-29-MISC-19 or latest alongwith PC, UPS with peripherals)	Rs. 31,10,000.00

7	Provision of High mast lights 07 nos. @ 100 m centre to centre distance, cables and other accessories, power supply arrangement, internal wiring & fan, lights arrangement for building area, street light for approach area	Rs. 59,32,800.56
8	Utility shifting (OHE) as per requirement at location (as per estimate received from Tundla field unit)	Rs. 54,22,013.00
9	Miscellaneous provision: In addition, Protective wall/ shield of 10 mtrs height between the wharf area & staff quarters (if required) and as decided by DFCCIL	Rs. 55,81,576.28
	Total estimated cost	Rs. 10,00,00,000.00

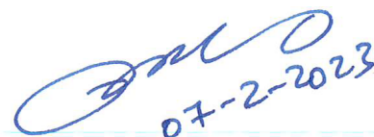
Standard cost estimate, specifications & cross-sectional drawings for GCT development

Estimate for the development of loading facilities

S. No.	Description	Amount (Rs.)	Remarks
1	Building Work (Covered area 20x09m)	48,76,200	Area = 20x9 = 180 Rate as per CPWD plinth area = 27090 per sq mt Total Amount 180*27090 = 4876200
2	RCC Drain (0.6x0.6m)	61,69,060.85	Annexure-1
3	Platform (760x30m)	2,59,50,401.65	Annexure-2
4	CC Road of 8.0m wide & 1Km. Length	2,00,43,433.61	Annexure-3
5	Stone masonry around the platform	1,41,35,084.71	Annexure-4
Total		7,11,74,181	

Following provisions have been taken in this estimate: -

- 1 Platform of 300 mm GSB thick over & earth fill of 1750 mm depth.
- 2 Stone masonry work around the platform.
- 3 RCC Framed structure 20 × 9 mtr having provision for Goods office, Merchant Room, Room for Labour & Toilet.
- 4 RCC drain of 0.6m x 0.6 m in 1km length at the edge of Road.
- 5 CC Road of 8.0 m wide and 1 km in length


07-2-2023

Name Of Work: Construction of Drain

ESTIMATE

Item No.	Description	Unit	Rate	No.	L	B	H	Qty	Amount	Remarks
2.8	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.									
2.8.1	All kinds of soil	Cum	286.85		1000	1.1	0.2	220	63107	L= 1000 mtr, B=1.1m, H= 0.2m
4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :									
4.1.5	1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	6833.4		1000	1.1	0.1	110	751674	L= 1000 mtr, B=1.1m, T=0.1 m
4.3	Centering and shuttering including strutting, propping etc. and removal of form work for :									
4.3.1	Foundations, footings, bases for column	Sqm	307.95	2	1000		0.15	300	92385	Drain base: L= 1000 mtr, H= 0.150 m
4.3.2	Retaining walls, return walls, walls (any thickness) including attached pilasters, buttresses, plinth and string courses fillets,	Sqm	669.55	4	1000		0.6	2400.00	1606920	Drain wall : L= 1000 mtr, H= 0.6m
5.1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :									
5.1.2	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	8364.2		1000	0.9	0.15	135	1129167	Drain base: L= 1000 mtr, B=0.9m, H= 0.15m
5.2	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement :									
5.2.2	1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	10185.05	2	1000	0.15	0.6	180.00	1833309	Drain wall: (2wall) L=1000 mtr, B=0.15m, H=0.6 m
5.22	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.									
5.22.6	Thermo-Mechanically Treated bars of grade Fe 500D or more	Kg	89.65					10800	968220	Taken 80 kg per cum for foundation
5.22A	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.									
5.22A.6	Thermo-Mechanically Treated bars of grade Fe 500D or more.	Kg	89.65					14400	1290960	Taken 80 kg per cum for wall
		Total							7735742	
		GST @18% (Multiplying factor=1.0633)							8225414.469	
		Reduced 25 %							2056353.617	
		Total							61,69,060.85	

FigL
JPM/dv'

Name of Work - Providing a platform

Item No.	Description of Item	Unit	Rate	No.	L	B	H	Qty	Amount	Remarks
2.25(a)	Excavating, supplying and filling of local earth (including royalty) by mechanical transport upto a lead of 5km also including ramming and watering of the earth in layers not exceeding 20 cm in trenches, plinth, sides of foundation etc. complete.	cum	368.65					36616.00	13498488.40	
					760.00	29.50	1.70	38114.00		L= 760 mtr, B= 29.5 m, H= 1.7 m
	Ramp Deduction			2	50.00	6.00	0.20	120.00		CC pavement deduction
				1	24.00	6.00	0.65	93.60		earth deduction
	Cess Deduction			0.5	760.00	2.60	1.30	1284.40		Cess deduction
16.78	Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.									
16.78.1	With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30	Cum	2658.1					6679.38	17754459.98	
					760.00	29.50	0.30	6726.00		L= 760 m, B= 29.5 m, H=0.3 m
	Ramp Deduction			1	25.90	6.00	0.30	46.62		GSB deduction: L=25.9 m, B=6 m, H= 0.3 m
16.43	Providing and laying design mix cement concrete of M-30 grade, in roads/ taxi tracks/ runways, using cement content as per design mix, using coarse sand and graded stone aggregate of 40 mm nominal size in appropriate proportions as per approved & specified design criteria, providing dowel bars with sleeve/ tie bars wherever required, laying at site, spreading and compacting mechanically by using needle and surface vibrators, levelling to required slope/ camber, finishing with required texture, including steel form work with sturdy M.S. channel sections, curing, making provision for contraction/ expansion, construction & longitudinal joints (10 mm wide x 50 mm deep) by groove cutting machine, providing and filling joints with approved joint filler and sealants, complete all as per direction of Engineer-in-charge (Item of joint fillers, sealants, dowel bars with sleeve/ tie bars to be paid separately).									
	Note:- Cement content considered in M-30 is @ 340 kg/cum. Excess/ less cement used as per design mix is payable/ recoverable separately.									
16.43.2	Cement concrete manufactured in automatic batching plant (RMC plant) i/c transportation to site in transit mixer	Cum	10006.65	2	50	6	0.2	60	600399	Ramp: L=50 m, B=6 m, T= 0.2 m, No.= 2Nos.
16.69	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	Cum	8613.55		760	0.15	0.7	79.8	687361.29	Kerb stone :(Total Length= 760 mtr) Size- L=.3m, Thick=0.15, H= 0.7
			Total						32540708.67	
			Reduced Rate @ 25%						8135177.17	
			Total of RW						24405531.50	
			GST @ 18 % (Multiplying factor 1.0633)						2.59.50.401.65	

~~Final~~
JPM/GVP

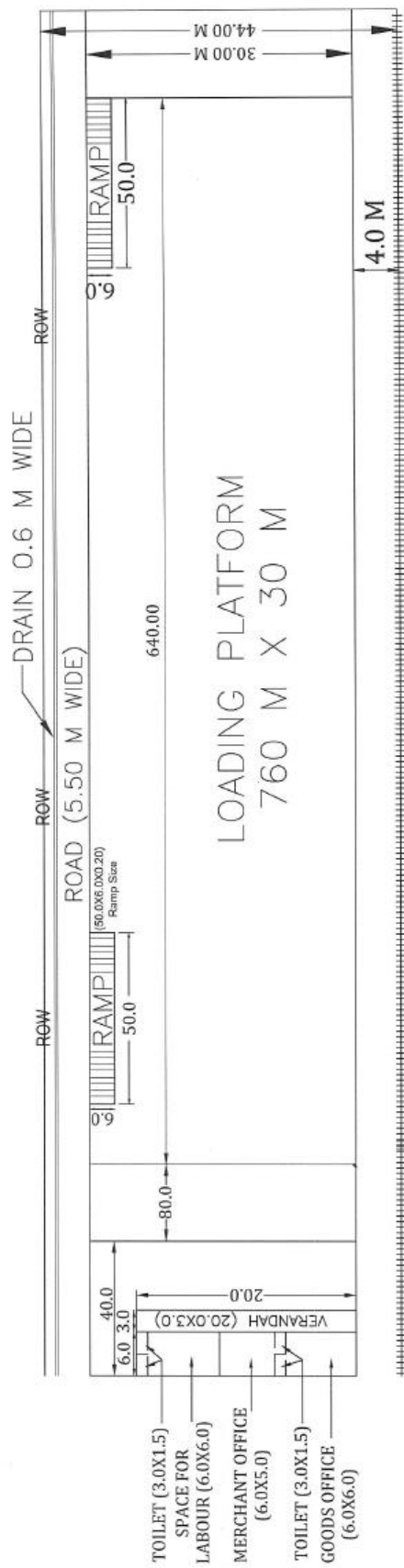
Name of Work - Providing CC Service Road.

Item No.	Description of item	Unit	Rate	No.	L	B	H	Qty	Amount	Remarks
16.1	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earthwith lead upto 50 metres.	Sqm	180.5		1000	8		8000	1444000	L= 1000 metre, B=8 metre
16.2	Extra for compaction of earth work in embankment under optimum moisture conditions to give at least 95% of the maximum dry density (proctor density).	Cum	20.55					8000	164400	
16.78	Construction of granular sub-base by providing close graded Material conforming to specifications, mixing in a mechanical mix plant at OMC, carriage of mixed material by tippers to work site, for all leads & lifts, spreading in uniform layers of specified thickness with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.									
16.78.1	With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30	Cum	2658.1					3000	7974300	
				1	1000	8	0.25	2000		L=1000 mtr, B= 8 mtr, T=0.25 mtr
				1	1000	1.5	0.4	600		L= 1000 metre, B=1.5metre, H=0.4mtr
	shoulders			1	1000	1	0.4	400		No.=2 nos, L= 1000 mtr, B=1.0 mtr, T= 0.4 mtr
16.8	Construction of dry lean cement concrete sub base over a prepared sub-grade with coarse and fine aggregate conforming to IS:383, the size of coarse aggregate not exceeding 25 mm, aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per specifications, cement content not to be less than 150 Kg/cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, for all leads & lifts, laid with a mechanical paver, compacting with 8-10 tonne vibratory roller, finishing and curing etc. complete as per direction of Engineer- in- charge.	Cum	4130.55		1000	5.5	0.2	1100	4543605	L=1000 mtr, B= 5.5 mtr, T=0.20 mtr
16.43	Providing and laying design mix cement concrete of M-30 grade, in roads/ taxi tracks/ runways, using cement content as per design mix, using coarse sand and graded stone aggregate of 40 mm nominal size in appropriate proportions as per approved & specified design criteria, providing dowel bars with sleeve/ tie bars wherever required, laying at site, spreading and compacting mechanically by using needle and surface vibrators, levelling to required slope/ camber, finishing with required texture, including steel form work with sturdy M.S. channel sections, curing, making provision for contraction/ expansion, construction & longitudinal joints (10 mm wide x 50 mm deep) by groove cutting machine, providing and filling joints with approved joint filler and sealants, complete all as per direction of Engineer-in-charge (Item of joint fillers, sealants, dowel bars with sleeve/ tie bars to be paid separately).									
	Note:- Cement content considered in M-30 is @ 340 kg/cum. Excess/ less cement used as per design mix is payable/ recoverable separately.									
16.43.2	Cement concrete manufactured in automatic batching plant (RMC plant) i/c transportation to site in transit mixer	Cum	10006.65		1000	5.5	0.2	1100	11007315	L=1000 mtr, B= 5.5 mtr, T=0.20 mtr
									25133620	
									6283405	
									18850215	
									2,00,43,433.61	

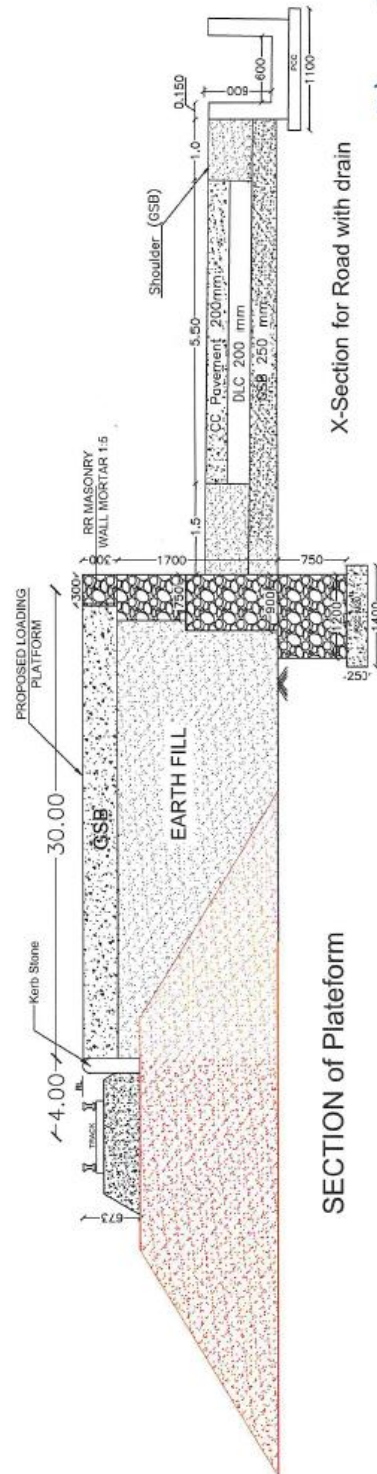
Name of Work - Providing a Retaining wall

Item No.	Description of item	Unit	Rate	No.	L	B	H	Qty	Amount	Remarks
2.6	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.									L=760 + 30+30 B= 1.4 m H=.75+0.25
2.6.1	All kinds of soil	cum	205.45		820.00	1.40	1.00	1148.00	235856.60	
2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m	cum	253.95					123.00	31235.85	Excavation-PCC- foundation-wall up to GL
4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :									
4.1.5	1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources)	cum	6833.4		820.00	1.40	0.25	287.00	1961185.80	L=760 mtr (main) + 30 mtr +30 mtr (both side) B= 1.4mtr H=0.25mtr
7.1	Random rubble masonry with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) upto plinth level with :									
7.1.1	Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	6653.45		820.00	1.20	0.75	738.00	4910246.10	L= 820 m, B=1.2m, H=.75m
7.2	Random rubble masonry with hard stone in superstructure above plinth level and upto floor five level, including leveling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) at window sills, ceiling level and the like.									
7.2.1	cement mortar 1:6 (1 cement : 6 coarse sand)	cum	8275.7					1279.20	10586275.44	
					820.00	0.90	1.00	738.00		L= 820 m, B=.9m, H=1m
					820.00	0.75	0.80	492.00		L= 820 m, B=.75m, H=.8m
					820.00	0.30	0.20	49.20		L= 820 m, B=.3m, H=0.2m
			Total of RW						17724799.79	
			Reduced Rate @ 25%						4431199.948	
			Total of RW						13293599.84	
			Add GST @ 18 % (multiplied Factor 1.0633)						1,41,35,084.71	

Fig
JPM/civil



PLAN



SECTION of Platform

X-Section for Road with drain

SH/L
JPM/001
Sd/-
DT 17/08/2023

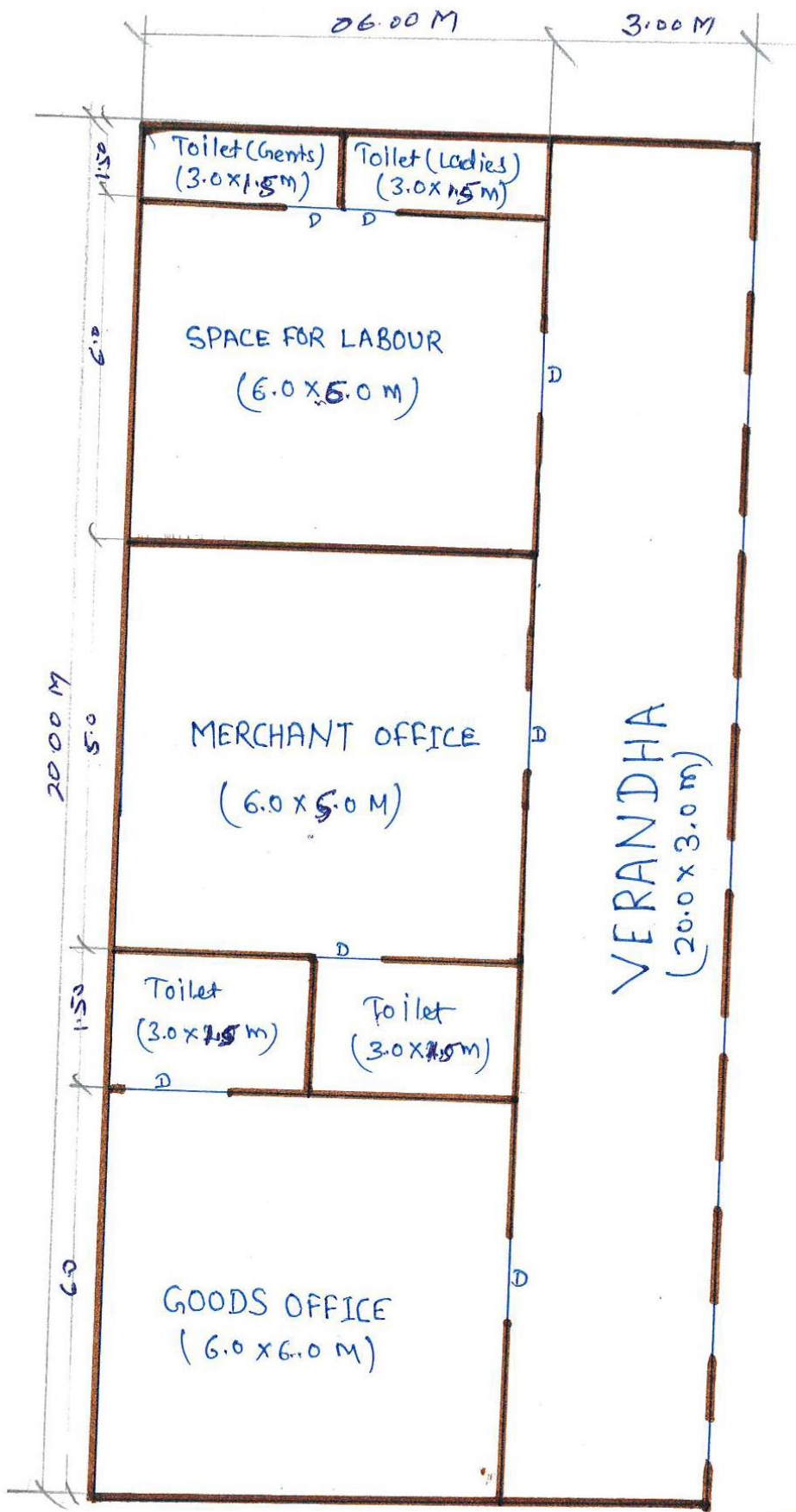


Fig L
JPM/GM/1

8m
Dy epn/CM/JP
17/2/2013

Electronic In-motion Weighbridge (EIMWB)

Estimate for supply, installation and commissioning of EIMWB

Sub: Estimate for installation of Electronic In Motion Weighbridge.

On the basis of budgetary quotation received from M/s Merit BMH Engineering Pvt. Ltd, Chennai, estimated cost and scope of work is as under:

Scope of work:

Design, manufacture, supply, installation and commissioning of Electronic In Motion Weighbridge would be in accordance of RDSO specifications-WD-29-MISC-19 or latest, alongwith PC, UPS with peripherals.

A. Supply Estimate:				
S.N.	Description	QTY	Basic Price	Taxes and Duties
1	Design, manufacture, supply, installation and commissioning of Electronic In Motion Weighbridge would be in accordance of RDSO specifications-WD-29-MISC-19 or latest, alongwith PC, UPS with peripherals. Complete in all respects at site as per direction of Engineer - in - charge. Including Packing, Loading from works. While, Unloading, safe storage by customer.	1set	16,10,000	18% GST Extra, P & F 2% & Transportation actual.
2	Supervision of Site Work including erection, testing, installation, commissioning of pit less Electronic in motion weighbridge of capacity 140 Ton capacity as per latest RDSO specifications.	1	1,50,000	18%GST Extra
3	Approval of Weights & Measurement Dept. of State Government and by Railways as per latest RDSO specifications & Merit shall provide necessary assistance/support.	1	1,00,000	At actual
Total estimated Cost			18,60,000	GST Extra

B. Estimate for customer:

Following work will be in the scope of customer, however supplier quoted the price for budgetary/estimation purpose:

1	Design & Construction of base slab for the pit less Electronic in motion weighbridge of capacity 140 Tonne capacity including Electrical work and all other works related to base slab as per latest RDSO specifications.	1	5,00,000	18% GST Extra
2	Design & Construction of Control room (4mx3mx3m) for the pit less Electronic in motion weighbridge of capacity 140 Tonne as per latest RDSO Specifications.	1	5,00,000	18% GST Extra
3	Control room electrification with ceiling Fan/Tube lights 2nos. /outside illumination / Earth pits 1 nos./ 1.5T AC/ Table and chairs 1 set and all other works related to control room as per RDSO specifications.	1	1,50,000	18% GST Extra
4	Charges for Rail cutting, Sleeper removal, ballast removal, fixing of Rails and ballast packing etc.	1	1,00,000	18% GST Extra
Total estimated Cost			12,50,000	18% GST Extra


Grand Total (A+B) of appx. Estimated Cost: Rs. 31,10,000/- (Rupees Thirty one lakh ten thousand + 18% GST Extra).

Electrical work: Standard cost estimate, specifications & cross sectional drawings for GCT development

The Electrical estimate along with standard drawings is being attached for further necessary action at your end please. The provisions taken in the estimate are as under:

1. High mast 7 nos. @ 100 meter center to center distance.
2. Cables & other accessories for High Mast Lights.
3. Power supply arrangement for high masts.
4. Internal wiring & Fan, lights arrangement for building area.
5. Street light for approach area.

The rates considered in the estimate are based on last accepted rates for the works awarded by the unit.


(Anurag Sharma)
Chief General Manager
DFCCIL/Jaipur

Name of Work : Electrical work in c/w development of loading facilities

Schedule of Quantities					
Sr.No.	Description of items	Unit	Unit Rate	Quantity	Amount
1	Supply, erection, testing and commissioning of 16 Mtrs high mast tower with the help of suitable equipment including accessories, control panel for high mast system each high mast shall have three way rope system suitable for luminaries Note: accessories system totally hot dip galvanized and suitable for wind velocity as per IS 875 part-3, as per spec include 3 point suspension head frame steel wire rope of suitable dia double drum which galvanised lantern carriage & other arrangement for each high mast shall have one feeder pillar box as per specification control panel include the control circuit for lowering/raising operation of mast integral detachable power tool with motor including torque limiter time switch and lightning final including lines required for switching. Design/casting of shallow foundation of mast /panel shall be with M-20 concrete. considering soil bearing capacity at site as 10 T/Sq. Mtr at 2 mtr depth. Foundation bott, nuts, washers anchors plate templates should be made of special steel amendment/modification may be done as per site/tech specification requirement to the satisfaction of Engineer at the cost of the firm as per tech specification, ISS, IE rules and site requirement Make Philips/GE/Bajaj/C&G of Eq. approved make	Nos.	264037.00	7	1848259.00
2	Supply and fixing of 250 W LED Floodlight comprising Die cast aluminum housing with toughened glass complete with Electronic driver, Luminaries has the System lumen efficacy of 100 lumen/Watt as per spec	Nos.	26512.00	63	1670256.00
3	Supply, installation, testing, commissioning of LED Aviation light luminaries Model no. BGAV 302 LED of Bajaj or similar	Nos.	8567.00	7	59969.00
4	Supply and laying of HDPE pipe conforming to IS 4984:1995 50mm dia wall thickness 3 mm PN-6 under the road/air. The work involves laying of HDPE pipe.	MTR	119.00	1500	178500.00
5	Supply and laying of HDPE pipe conforming to IS 4984:1995 75 mm dia wall thickness 3 mm PN-6 under the road/air. The work involves laying of HDPE pipe.	MTR	125.00	200	25000.00
6	Digging and filling of trench size 0.4 x 0.8 mtr as per spec. (trench work may be on kuchha/puccal and all type of soil as per site requirement and without protective layer of brick) Surface of trench shall be made good in all respect and satisfaction of site engineer	MTR	43.00	1700	73100.00
7	Supply, installing, testing and commissioning earth electrode complete in all respect with perforated GI pipe medium "B" class (Blue) confirming to IS 1239 part-I length of 3 mtr., bore 50mm with all accessories like nut bolt, reducer nipple, wire meshed funnel and CC finished chamber covered by CI/RCC frame etc. Digging pit and refilling it with charcoal and salt in successive layers and connection with 8 swg GI wire and as per IS:3043 and drawing and testing of earth resistance as required.	Nos.	2782.00	14	38948.00
8	Supply of 4 x 70 sq. mm, 1.1KV grade, LT XLPE insulated PVC outer sheathed aluminium conductor armoured cable confirming IS: 7098(Part-1)	MTR	602.00	200	120400.00
9	Supply of 4 x 16 sq. mm, 1.1KV grade, LT XLPE insulated PVC outer sheathed aluminium conductor armoured cable confirming IS: 7098(Part-1)	MTR	196.00	2500	490000.00

Handwritten signature and date: 21/02/21

10	Laying, connecting, testing and commissioning of 4 x 16 to 4X120 sq. mm , 1.1KV grade, LT XLPE/PVC insulated PVC outer sheathed aluminum conductor armoured cable in trench/pipe/air as per spec.	MTR	9.00	2700	24300.00
11	Supply Installation Testing Commissioning of Main LT Distribution Panel in Size of 1200 mm height X 900 mm Width X 300 mm Depth , Double Door Type with Duly Hinges & Suitable Locking Arrangement , Outdoor Type Weatherproof made of 1.6 mm thick MS Sheet with necessary primer and two coat of enamel paint . With supporting frame (made of 50x50x6mm angel) having four nos legs height of 1500 mm fixed 750 mm in ground with necessary excavation & cement concrete (1:1.5:3) .With Following accessories -(1)- 2 nos ,100Amp, 30ka 4Pole MCCB, (2)- 6 Nos 40 Amp TP& N/FP MCB, (3)- Bus bar required for 200 Amp load (4)- all Necessary Connections With Related related Accessories , Auto ON/OFF switch , 3 nos LED indicator , output TB as required Etc,	NOS.	36955.00	3	110865.00
12	Wiring for light/ power plug with 2X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed medium class PVC conduit alongwith 1 No. 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required.	Metre	183.93	500	91963.55
13	Supply & installation of modular type 16 amp AC power point having Surface Mounting plastic gang box, modular cover plate with inner frame, Modular 16 Amp socket, Mini modular single pole 25 Amp. MCB, and 3 pin plug top etc. including related electrical connections.	Nos	762.20	10	7622.00
14	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface/ recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required. Group C	Point	910.45	50	45522.40
15	Supplying and fixing 3 pin, 5 A ceiling rose on the existing junction box/ wooden block including connections etc. as required.	Each	59.77	25	1494.27
16	P&F of Ventilation fans, capacitor start, Single with PVC impeller, ABS body, automatic openable louver shutter in existing opening including making connection, testing etc. as required for Size 250 MM	Each	1299.45	4	5197.79
18	Supply installation testing commissioning of Main Distribution Box with 1 Nos 100 Amp 3PHASE MCCB, 2 Nos 63 Amp 3 PHASE MCCB 3 Nos 40 Amp 4p MCB, 3 Nos 32 Amp DP MCB, including related phase indicator etc. as required size in Double Door Colour coated Encloser.	Nos	46350.00	2	92700.00
19	Supply installation testing commissioning of Distribution Box With 3 phase 30 Amp Auto changeover, 2 nos. 30 Amp 4p MCB, 3 nos. dp16 Amp MCB as required size in Double Door Colour coated Encloser.	Nos	25750.00	1	25750.00
20	Supply, Installation testing Commissioning 150 Watt LED Flood Light.	Nos	12778.19	5	63890.90
21	P & F ISI marked single tone electronic call bell including making connection testing etc. as required.	Nos	144.38	4	577.50
22	SITC of feeder pillar with 1 No. 125 Amp MCCB and 200 Amp. Aluminium Bus Bar.	Nos.	10983.00	2	21966.00

Handwritten signature
BY PM/RL

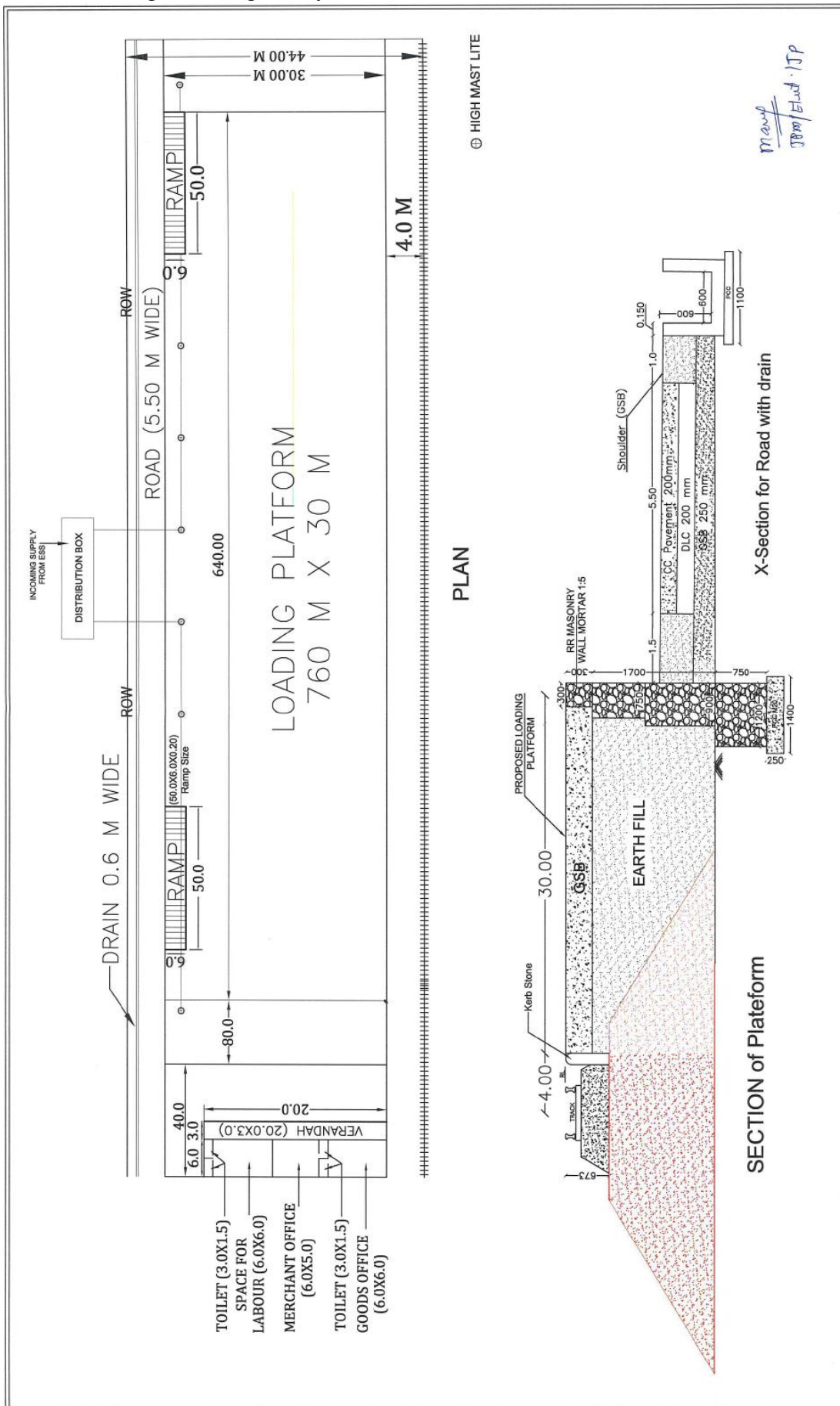
23	SITC of 1 mtr. Long Double GI arm suitable for installation 9 mtrs octagonal pole. Installation of 36 W-125W street light.	Nos.	1358.47	10	13584.70
24	Supply and Erection of 90/100 W LED Street light complete in all respect up to the entire satisfaction of the Engineer- in- charge of work.	Each	8300.00	10	83000.00
25	SITC of 1200 mm Sweep ceiling fan ISI marked	Nos.	1314.72	8	10517.76
26	Supply, fixing and connecting of Bracket fan 400 mm sweep with 3 speed regulator as per spec	Nos.	1408.68	4	5634.72
27	Supplying and fixing following way, horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator) 4 way (4 + 12), Double door	Nos	2739.29	2	5478.57
28	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required. Double pole	Nos	496.42	2	992.84
29	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required. Single pole	Nos	177.68	15	2665.18
30	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required				
	5/6 A switch	Nos	75.89	10	758.90
	15/16 A switch	Each	117.85	10	1178.50
	6 pin 15/16 A socket outlet	Each	156.25	5	781.25
32	Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc. -12 Module (200mmX130mm)	Each	387.50	5	1937.50
33	Supplying and fixing two module stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required.	Each	305.35	5	1526.75

*Shedding
my pen/BL*

34	Supply, Installation, Testing and Commissioning of LED batten fitting 1200 mm long (Nominal size) having lumens output not less than 2000 lumen efficacy ≥ 100 lumens / watt and not higher than 20 Watt, THD should be less than 20%, luminaire power factor should not be less than 0.90 with minimum 25000 burning hours, CRI >80 and CCT 4000-5700 K(as reqd.), with inbuilt electronic driver with efficiency should not be less than 85% with surge protection 2.0 KV, IP-20 rated made out of Extruded aluminium housing high quality polycarbonate diffuser and making connection with 1.5 sqmm. FRLS Copper conductor single core cable i/c earthing and dismantling etc. as required.	Nos	802.00	15	12030.00
35	Horizontal direction Drilling (HDD)/Boring and trenchless cabling, supply transportation and Insertion of self-lubricated HDPE pipe and laying of cables in boring under the track/ road /ground / masonry building by using self-lubricated HDPE pipe of 120 mm outer dia and 103.5 mm inner dia in the bore and laying of cables in the bore under the track/ road /ground /masonry building. The depth of horizontal boring should be minimum 1 mtr from rail flange/ road level/ ground as per site requirement.	Mtr	849.08	400	339632.48
36	Supply of LT-XLPE armoured Aluminium cable 4x120 Sqmm as per specification.	Mtr	1142.00	400	456800.00
				Total Amount Including 18 % GST	5932800.56

Handwritten signature
By my client

Location of High Mast light only



Details of Tender

1.	e-Tender no.	HQ-OPBD0BD(DT)/6/2022
2.	Description of work	Plan, Construct, Develop & Operate Gati Shakti Multimodal Cargo Terminal (GCT) for handling Cargo at Line No. 1A of New Bhaupur Station entirely/partially on DFCCIL/Railway Land.
3.	Contract period	Agreement shall be signed for Fifteen (15) years (including the period of construction and extension period) , or concession period of DFCCIL with Ministry of Railways whichever is earlier.
4.	Cost of tender Document	Free of Cost (e-Tender Form)
5.	Earnest Money Deposit	Rs. 1,00,00,000/- (Rupees One Crore Only) EMD should be deposited through online mode only (as applicable on IREPS website). In case of EMD through BG, the original Bank Guarantee of Bid Security or Earnest Money is to be dropped in Tender Box at Employer's office before the scheduled date and time of submission of the tender.
6.	Performance Guarantee	For the successful bidder, the Earnest Money will be converted into performance guarantee and if exemption (like MSEs etc.) shall deposit the Performance Guarantee (equivalent to EMD amount) in form of Bank deposit/BG with validity of 6 months beyond construction period.
7.	Last date of submission of Tender	12/05/2023, 15:00 Hrs.
8.	Date of opening of tender	12/05/2023, 15:30 Hrs.
9.	Validity of Tender	90 days

Format of Certificate to be submitted/uploaded by the Bidder along-with the Tender Document

I(*Name & designation*)** appointed as the attorney/authorized signatory of the bidder (including its constituents),
 M/s (*hereinafter called the bidder*) for the purpose of the tender documents for the work of as per the tender No. of (DFCCIL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/we the bidder(s), am/are signing this document after carefully reading the contents.
2. I/we the bidder(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 Indian Railway (IREPS) website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation 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 the DFCCIL 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 5 years. Further, I/we (*insert name of the bidder*)** 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 the contract, it will lead to
 - i. Termination of the contract,
 - ii. Along with forfeiture of EMD/SD or Performance Guarantee
 - iii. The DFCCIL/Railway land, shall revert back to DFCCIL without payment of any compensation
 - iv. And any other action provided in the contract including banning of the business for a period of up to 5 years.

**SEAL AND SIGNATURE
OF THE BIDDER**

Place:

Date:

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

DETAILS OF THE BIDDER

Mandatory details to be filled in by bidder while submitting its offer (in absence of these details, tender is liable be rejected):

S. No.	Items	Details
1.	Constitution of the firm/ concern (Individual/Sole Proprietorship/ Hindu Undivided Family/ Partnership Firm/ Company registered under Companies Act, 2013/ Limited Liability Partnership/ Registered Society/ Registered Trust/ Joint Venture/Consortium) (please mention constitution of firm)	
2.	Full name of Individual/Sole Proprietorship/ Hindu Undivided Family/ Partnership Firm/ Company registered under Companies Act, 2013/ Limited Liability Partnership/ Registered Society/ Registered Trust/ Joint Venture/Consortium (as the case may be)	
3.	Year of formation/ incorporation	
4.	Name of the proprietor/ partners / directors etc.	
5.	Aadhaar number of the Authorized Signatory in case of Hindu Undivided Family/ Partnership Firm/ Company registered under Companies Act, 2013/ Limited Liability Partnership/ Registered Society/ Registered Trust/ Joint Venture/Consortium (Self attested copy of Aadhaar)	
6.	PAN or TAN No. or Both (Self-attested copy of PAN& TAN)	

	(as applicable as per para 3.1 (a) of main policy and as amended from time to time)	
7.	GST No. (Self-attested copy of GST Certificate)	
8.	Registered Office Address	
9.	Address on which correspondence regarding this tender should be done	
10.	Contact particulars a. Name b. Address c. Telephone number d. Mobile number e. E-mail address	
11.	Details of EMD submitted	
12.	Plan of Investment in Gati Shakti Terminal	Rs.

(Signature and seal of the Bidder)

Date.....

Address.....

Note:

- i) The maintenance of the facility will be as per the provisions of “Master Circular on Gati Shakti Multi-Modal Cargo Terminal -2022”.
- ii) The drawings of the layout and facilities of the GCT is annexed-_____.

Mandate Form by Bidder for EFT/ECR/RTGS/NEFT Payment

1. Firm /Person/Party's name:-
2. Address:-
3. Telephone No./Cell phone No.& Fax:-
4. E. mail:-
5. PAN:-
6. Particulars of Bank Account:-
 - A. Name of the Bank:-
 - B. Name of the branch:-
 - C. Address: _____

 - D. Telephone No:- _____
 - E. 9-Digit code number of the bank and branch
appearing on the MICR cheque issued by the bank:- _____
 - F. Type of the account (S.B /Current of Cash Credit)
With code (10/11/13): _____
 - G. IFSC CODE:- _____
 - H. Account number (as appearing on the cheque book):- _____

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have understood the scheme and agree to discharge the responsibility for which I am liable as a participant under the scheme.

(-----)

(Signature of the Bidder)

Date:

(Please attach a blank cancelled cheque or photocopy of the cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

[Where the cheque does not carry IFSC Code, an attestation from Bank attesting the IFSC Code should be given.]

Proforma for submitting Financial Offer- PACKET- B

Name of Work: “Plan, Construct, Develop & Operate Gati Shakti Multi-modal Cargo Terminal (GCT) for handling Cargo at Line No. 1A of New Bhaupur station Entirely/Partially on DFCCIL/Railway Land”

	A	B	C
SN	Schedule/ Work	Description of applicable provisions related with Terminal charges’ and Terminal Access Charges (TC and TAC)	Rate, expressed in terms of percentage, reflected up to two decimal place, of TC and TAC as mentioned in cell 1B of this table, of Bidder’s expected share of TC/TAC
1	Plan, Construct, Develop & Operate Gati Shakti Multi-modal Cargo Terminal (GCT) for handling Cargo at Line No. 1A of New Bhaupur Station Entirely/partially on Railway Land	TC and TAC applicable from time to time (TAC, at present, is Rs. 1,60,000/- per rake per terminal for Group-I and Group-II CRT and 50% of the base rate for Group-III CRT. Rate of Terminal Charge at present as notified by Indian Railways is Rs 20/tonne).	<p>Percentage of TC and TAC, as mentioned in cell 1B of this table:% (in figures)</p> <p>.....% (in words)</p> <p>Note :</p> <ol style="list-style-type: none"> 1. The bidder shall fill the rate at the designated field in IREPS. Quoting rate anywhere in the bid except at the designated field of IREPS shall not be considered for evaluation. 2. Bidder has to quote the rate only in the financial packet of Bid, quoting rate in the technical packet would render the bid summarily rejected. 3. The Rate is to be quoted in “percentage” terms only. Percentage quoted (upto two decimal) will be evaluated as following: <ol style="list-style-type: none"> a. Percentage value quoted higher than zero & upto 100 would mean that is the percentage share of TC/TAC being claimed by GCTO from IR/DFCCIL. b. Percentage value quoted as “Zero” would mean that GCTO will claim “NIL” share of TC/TAC from IR/DFCCIL. c. Percentage value quoted in negative (-) would mean that entire TC/TAC will be retained by IR/DFCCIL, and that GCTO is offering to pay an amount equivalent to quoted percentage to IR/DFCCIL (as per illustration given under remarks)

Remarks applicable to the Proforma for submitting Financial offer-Packet B (Annexure-VIII), above;

1. The financial bid (Packet-B) of the tender document will contain only the rate offered (percentage of Terminal Charges & Terminal Access Charges) by the bidder which it will claim from DFCCIL/railways.
2. Contract shall be awarded to the eligible bidder bidding the **minimum percentage share** or claiming least share in Terminal Charges & Terminal Access Charges (TC & TAC). Minimum % share will be calculated as per the procedure laid down at para 4 below.
3. **A single percentage offer rate must be quoted by the bidder for Terminal Charges & Terminal Access Charges (TC & TAC).**
4. **The maximum share which the bidder can claim is by quoting a rate of “100%” of TC/TAC. In case the bidder quotes more than “100%” then the bid shall be rejected.**

The quoted percentage rates will be evaluated as follows:

Say for example,

- (i) If a bidder quotes “100%”, it shall mean in effect that Bidder claims to be allocated 100% of the TC and TAC amount (as mentioned in cell 1B of above table), and that DFCCIL/IR will retain “nil” share of TC/TAC.
- (ii) If a bidder quotes “10%”, it shall mean in effect that Bidder claims to be allocated [10%] of the TC/TAC amount (as mentioned cell 1B of this table), as GTCO share; and remaining 90% being allocated to the DFCCIL/Indian Railways.
- (iii) If a bidder quotes “-30%”, it means that entire 100% of TC and/or TC will be retained by Indian Railways. Over and above, the GCTO will pay an amount equivalent to 30% of TC and/or TAC to DFCCIL.

For eg., if five bids are received with rates quoted as “100%”, “30%”, “0%”, “-20%” and “-40%” ; in such case “-40%” is the minimum bid. In this case, the bidder is offering to not only claim nil share of TC and/or TAC but is also offering to pay an amount equivalent to 40% of TC and/or TAC to DFCCIL.

5. Financial bid should contain schedule of rate entered into Financial Rate page of IREPS Website www.ireps.gov.in and should be digitally signed. Rate and any other financial entity in any other form/letter head if attached by bidder shall be straightway ignored and shall not be considered. In case of any variation between figures and words of the percentage share, the one quoted in words will be treated as final.

AFFIDAVIT

(To be submitted on non-judicial stamp paper of Rs. 100/-)
(Details of termination and blacklisting, if any)

The details of bidder's tenders terminated and cases of black-listing/debarment from participating in tender process in DFCCIL/Railways or Government organizations should be given in the following format:

SN	Name of Zonal Railway / Organization	Name of Division/ Unit	Details of Tender	Date of termination/ blacklisting, if any, with reasons communicated by issuing authorities and period

(In the event of no such incidence, "**NIL**" should be mentioned in each column.

VERIFICATION:

Verified at _____ on this _____ day of _____ 2023, that the contents of the above affidavit are true and correct to my knowledge, no part is false and nothing material has been concealed there from. I further declare that I am duly authorized to make this affidavit.

Date:

Place:

Signature & Name of Deponent

AFFIDAVIT

**(To be submitted on non-judicial stamp paper of Rs. 100/-)
(Details of criminal cases and bankruptcy/insolvency)**

1. I _____ s/o _____ r/o _____ furnishing this affidavit in my capacity as an Individual / Head/Lead Partner of firm _____ / Director of Body Corporate _____ / member of JV/consortium _____ and solemnly affirm and state as under:

- (i) That I have not been convicted in any criminal case and do not have any past criminal record.
- (ii) That none of the members / partners have been convicted in any criminal case and do not have any past criminal record.
- (iii) That I have not suffered bankruptcy/insolvency during the last 5 years.
- (iv) That none of the members / partners have suffered bankruptcy/insolvency during the last 5 years.

VERIFICATION:

Verified at _____ on this _____ day of _____ 2023, that the contents of the above affidavit are true and correct to my knowledge, no part is false and nothing material has been concealed there from. I further declare that I am duly authorized to make this affidavit.

Date:**Place:****Signature & Name of Deponent**

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

Managing Director, DFCCIL
Acting through,
DFCCIL,

Beneficiary: Dedicated Freight Corridor Corporation of India Limited

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the Managing Director, DFCCIL acting through----- (*Designation & address of Contract Signing Authority*), Dedicated Freight Corridor Corporation of India Limited,, (hereinafter called "DFCCIL") having invited the bid for_____through Notice inviting tender (NIT) No.._____, We have been informed that *[Insert name of the Bidder]*..... (hereinafter called "**the Bidder**") intends to submit its bid (hereinafter called "**the Bid**") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of *[Insert required Value of Bid Security]*, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,*[Insert Name of the Bank]*, with its Branch*[Insert Address]* having its Headquarters office at..... *[Insert Address]*, hereinafter called the **Bank**, acting through*[Insert Name and Designation of the authorised persons of the Bank]*, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of DFCCIL.:

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the DFCCIL full amount in the sum of *[Insert required Value of Bid Security]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the DFCCIL any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by DFCCIL on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by DFCCIL without any reference to the Bidder and without DFCCIL being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between DFCCIL and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by DFCCIL at any time.

6. This guarantee will remain valid and effective from.....*[insert date of issue]*till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and DFCCIL herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
DISTRICT	
STATE	
BG ENABLED	

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the DFCCIL. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the DFCCIL.

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Format for Power of Attorney for signing of Bid

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), son/daughter/wife of..... and presently residing at, who is presently employed with us/ the Lead Member of our { Consortium/Joint Venture } and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Project proposed or being developed by the Dedicated Freight Corridor Corporation of India Ltd. New Delhi, 110001, India (the “Authority”) including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Licensee agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or until the entering into of the Licensee Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature, name, designation and address) of person authorized by Board Resolution

(in case of Firm/ Company)/ partner in case of Partnership firm)

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/ personally appeared before me/

Attested/ Authenticated* (*Notary to specify as applicable) (Signature Name and Address of the Notary)

Seal of the Notary Registration No. of the Notary
Date:.....

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there.

Format for Power of Attorney for Lead Member of {Consortium/Joint Venture}

Whereas the Dedicated Freight Corridor Corporation of India Ltd. India having its principal office at New Delhi, 110001, India (the “**Authority**”) has invited Bids for Development of Logistic Parks/ Freight Terminals/ Parcel Terminals and their connectivity with DFC stations through private investment (the “**Project**”).

Whereas,, and (collectively the “{**Consortium/Joint Venture**}”) being Members of the { **Consortium/Joint Venture**} are interested in Bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other Bid documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the {Consortium/Joint Venture} to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the { **Consortium/Joint Venture**}, all acts, deeds and things as may be necessary in connection with the { **Consortium’s/Joint Venture**} Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at ..., M/s. ... having our registered office at, and having our registered office at (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at, being one of the Members of the {Consortium/Joint Venture}, as the Lead Member and true and lawful attorney of the Consortium/Joint Venture (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the { Consortium/Joint Venture} and any one of us during the Bidding process and, in the event the {Consortium/Joint Venture} is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the { Consortium/Joint Venture}, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the { Consortium/Joint Venture} and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents, signing bank Guarantee for Bid security and writings, participate in pre Bid and other conferences, respond to queries, submit information/ documents, sign and execute Licensee Agreement and undertakings consequent to acceptance of the Bid of the { Consortium/Joint Venture} and generally to represent the { Consortium/Joint Venture} in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the {Consortium/Joint Venture} Bid for the in all respect Project and/ or upon award thereof till the Licensee Agreement is entered into with the Authority & Compelled.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ {Consortium/Joint Venture}.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For (Signature)	For (Signature)	For (Signature)
..... (Name & Title) (Name & Title) (Name & Title)

(Executants)

(To be executed by all the Members of the {Consortium/Joint Venture})

Witness:

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on----- day of the month of----- 20xx, between, on one hand, the DFCCIL acting through Shri ----- Designation of the officer, (hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s----- represented by Shri

Chief Executive Officer (hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the CLIENT proposes to procure (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) and the [A] is willing to Offer/has offered for stores or works.

WHEREAS the [A] is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions.

NOW, THEREFOR,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said (Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its Officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the CLIENT

1. The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid

evaluation, contracting or implementation process related to the [B].

1.1 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.

1.2 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the [A] to the CLIENT with full, and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

Commitments of BIDDERS

3. The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage) in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any Material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
- 3.3 * [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4 * [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].
- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without Supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the, [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or Indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial. Interest/stake in the Bidder's firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the companies act 1956.

- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

4. Previous Transaction

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any public sector enterprise in India or any Government department in India that could justify BIDDER's from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 The Earnest money/ Bid Security/ Security Deposit/ Retention money/ Performance guarantee shall be as per the provisions of Bid document.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required :-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.

(ii) The earnest money deposit (in pre-contract stage) and/or security Deposit/performance Bond (after the [B] is signed) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.

(iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].

(iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing prime lending rate of state bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond, if furnished by the [A], in order to recover the payments, already made by CLIENT, along with interest.

(vi) To cancel all or any other contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the Client resulting from such cancellation/rescission and the client shall be entitled to deduct the amount so payable from the money(s) due to the [A].

(vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.

(viii) To recover all sums paid in violation of this pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.

(ix) In cases where irrevocable letters of credit have been received in respect of any [B] signed by the client with the [A], the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the client to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The client will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]), of an offence as defined in chapter IX of the Indian penal code, 1860 or prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the CLIENT to the effect that a breach of the provisions of this pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The [A] undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/system or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

8. Independent Monitors

8.1 The CLIENT has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultant with the central vigilance commission (Names and addresses of the Monitors to be given)

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality.

8.7 The client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the documents including the Books

of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This pact is subject to Indian law. The place of performance and jurisdiction is the seat of the CLIENT.

11. Other Legal Actions

The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this integrity pact shall be from date of its signing and extend upto ___ years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this integrity pact shall expire after six months from the date of the signing of the [B].

12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity pact at on

CLIENT

BIDDER

Name of the officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./Ministry/PSU

Witness

witness

1. 2.

Note:

[A]- To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service provider as the case was may be

[B]- To be replaced by contract/supply contract/consultancy contract/works contract as the case was may be.

Standard Agreement for Gati Shakti Multi-modal Cargo Terminal (entirely/partially) on Railway Land

Dedicated Freight Corridor Corporation of India Limited
‘Gati-Shakti Rail Multi-modal Cargo Terminal’ Agreement

This **Agreement** is made and executed aton this Day of, 20.....

BY AND BETWEEN

THE Managing Director Of Dedicated Freight Corridor Corporation Of India Limited acting through Group General Manager/OP&BD-I having its office at (hereinafter referred to as “Dedicated Freight Corridor Corporation of India Limited (**DFCCIL**)” which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the One Part;

AND

..... [hereinafter referred to as (“**Applicant or GCTO**)”)* which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Other Part.

WHEREAS The Applicant is desirous of having a Cargo Terminal laid by the DFCCIL at _____ from the _____ station yard of the DFCCIL taking off from ;Kilometer No. _____ between _____ station and _____ station of the DFCCIL as shown in red and green on the plan bearing CE's No. _____ hereto annexed for the purpose of carrying on the Applicant's business in the Applicant's premises situated at _____ – District _____

AND WHEREAS the DFCCIL is willing to lay the said cargo terminal for the said Applicant upon and subject to the terms and conditions hereinafter set forth.

NOW, Therefore, this Agreement witnesseth as follows:

1. **Interpretation:** In these presents, unless the context otherwise requires, the following Words and Expressions have the meaning and shall be interpreted as specified, namely-

Words importing the singular number include the plural number and vice versa.

"Person" includes a firm or other association or body of individuals and a Company or other Corporate Body.

"The DFCCIL " means and includes the Managing Director for the time being of DFCCIL and any officer of the DFCCIL authorized by Managing Director to deal with any matters, with which these presents are concerned.

"The Applicant" means the person named as party hereto of the other part and includes in the case of a firm or other association or body of individuals, the individual person or persons for the time being and from time to time constituting the association or body and, In the case

of a company, corporation or body corporate the Successor in business of interest, such company, corporation or body corporate for the time being.

"Works" means the premises belonging to or occupied or used by the Applicant which are connected with the (name of the DFCCIL Region) DFCCIL system by the terminal herein before mentioned,

"Undertaking" includes all land, railway lines, works, buildings, engines, rolling stock and other movable or immovable property now or at any time hereafter forming part of or pertaining to the (name of the DFCCIL region) DFCCIL system as now or hereafter constituted and all engines and rolling stock (whether belonging to the DFCCIL system or not) passing over such system.

"Terminal" Includes the Railway track connecting the Applicant's works with the DFCCIL system, as hereinafter agreed to be constructed by the DFCCIL and all branches and extensions thereof which may hereafter be constructed by the Applicant or by the DFCCIL at the Applicant's request and all sleepers, ballast, embankments, bridges, tunnels, signals interlocking and tele-communication equipment gates, buildings and other constructions, erections, works and movable property constructed / erected / made/ provided or used in connection with the said track and also all land whereon or on part whereof the said track and connected things aforesaid are constructed / erected / made / provided or used including land acquired for the purpose thereof as hereinafter provided and land belonging to the DFCCIL and land belonging to or occupied or used by the Applicant.

The Cargo Terminal shall cover only that portion of track network on which Railway rolling stock will ply. The network utilized by the Company/Party for their internal use shall not form part of the Cargo Terminal defined herein."

"Sub-grade Work" includes the construction of embankments, the making of cuttings and the carrying out of other earth work, the construction of bridges (exclusive of girder works), buildings, platforms, tunnels, culverts, drains and openings and laying out of ballast and all other works necessary to permit the laying and construction of railway track of the terminal and generally all works which have to be abandoned, if the terminal be closed.

"Permanent Way Materials" includes girders, rails, sleepers, fastenings, points and crossings, fencings, signaling, interlocking and telecommunication equipment and over-head structure and any other things connected therewith for electric traction and other machinery (except station machinery) and equipment necessary for working the terminal.

"Legal Representative" means any person who is competent to give the DFCCIL a valid discharge in respect of any money or property which may be payable or deliverable to the Applicant and shall include the executor and administrator of a deceased person, a succession certificate holder, the surviving or continuing partners or members in the case of a firm, association or body of individuals, the certificated guardian if a minor's property, the committee of lunatic, the assignee or receiver of an insolvent's estate, the liquidator of a Company, a receiver and any person legally appointed to represent the estate of the Applicant.

Meaning of other key terms not mentioned above, shall be same as given in para 2 (Definitions) of the Gati Shakti Multi-modal Cargo Terminal Policy issued vide Freight Marketing Master Circular/2022 dated 06.12.2022.

* **Note:** Forms of Description of The Applicant –

(Where a single person is the Applicant) "and A.B. (insert full name) of (insert address and occupation)"
(Where two or more persons are Joint Applicants), "and A.B. (insert full name) of (insert address and occupation) and C.D.: (insert full name) of (insert address and occupation)".

(Where a single person trading under a different fee name is the Applicant) "and A.B. (Insert full name) of (insert address and occupation) carrying an business under the name or style of (insert name) at (if the business is carried on at a different address from the address already Inserted then insert such additional address)."

(Where a partnership firm is the Applicant and the names of the partner known), "and A.B. (Full name) and C.D. (full name) carrying on business partnership as (insert nature of business) under the style or firm of (insert name or style of the firm and address).

(Where a partnership firm is the applicant and the names of partners are not known), "and A &Co. (insert name or style of the firm) a partnership firm carrying on business at (insert address) as (insert nature of business)."

(Where an incorporated Company is the Applicant), "A.B. &CO. Ltd. a company incorporated in (Insert country of incorporation (e.g. India, England or elsewhere, as the case may be) and having its registered office at (insert address)" (in the case of a company incorporated elsewhere than in India address) "and its principal office in India at (insert address)".

(Where the Applicant is a joint family governed by the Mitakshara School of Hindu Law), "A.B. (insert full name) for self and as Karta or managing member of the Joint family, governed by the Mitakshara School of Hindu Law, carrying on business under the name or style of (insert name under which the joint family business is carried on) at (Insert address) and C.D.E.F.G.H. etc. (insert full name) being the other adult members of the said Joint family.

2. **Agreement To Construct Gati Shakti Multi-Modal Cargo Terminal (GCT) :**

Subject to the terms and conditions hereinafter contained, the DFCCIL shall at the cost and expense of the Applicant in all respects, construct partly or fully on _____ the land of the DFCCIL and partly or fully on the land of the Applicant of _____ the said Cargo Terminal, from _____ (length of terminal) Kilometers on _____ (name of portion) Branch as shown in red and green on the plan annexed hereto (bearing CE's No. _____) connecting the Applicant's work known as _____ situated at or near _____ in the District of _____ with the system at or near _____ on _____ DFCCIL corridor.

3. Railway land where GCT is developed partially or wholly on railway land (except for Railway land provided for the connectivity to GCT as mentioned in para 13 of Schedule 1 & 2 of the Gati Shakti Multi-modal Cargo Terminal Policy issued vide Freight Marketing Master Circular/2022 dated 06.12.2022) will be licensed to GCTO – for which modalities of calculating and levying land license fee shall be as per extant rules/Board's circular on land licensing (2021/LML/25/5 dated 04.10.2022), as amended from time to time.

- 3.1 A separate Land Licensing Agreement shall be executed between the DFCCIL/Railway and the GCTO as per Annexure

4. **Capital Cost of GCT**

- 4.1 The GCTO shall bear the entire capital cost of new GCT from the take-off point onwards, as marked on the Engineering Scale Plan (ESP) at the serving station.
- 4.1.1 For the linear connectivity portion of GCT passing through the Railway land, GCTO shall provide only the minimum essential infrastructure of track, OHE and signalling equipment at the cost of GCTO (other assets not related to track, signalling, or OHE, if required, shall be constructed by Railway at its own cost). In case of any dispute, the decision of GGM/OP&BD-I shall be final in this regard.
- 4.1.2 The ownership of infrastructure including the track, signalling equipment and OHE created on Railway land under para 5.1.1 of Master Circular on Gati Shakti Multi-modal Cargo Terminal Policy dated 06.12.2022 (**hereinafter referred to as the policy**) shall belong to Railway, even though the capital cost for these shall be borne by the GCTO.
- 4.2 The capital cost for all common-user traffic facilities at the serving station (as marked on the ESP), including Signalling & Telecommunication works, modification and up-gradation to existing interlocking/ OHE, or electrification in future within the station limit up to take-off point, shall be borne by the DFCCIL.
- 4.3 Maintenance and operation of assets created under para 5.2 of the policy (common-user traffic facilities) at the serving station including staff costs, shall be the responsibility of the DFCCIL.
- 4.4 The capital expenditure required for augmenting or up-grading the facilities and infrastructure on the connectivity portion from take-off point onwards towards Terminal and within the premises of Terminal shall be borne by the GCTO.
- 4.5 The connectivity to GCTs shall normally take-off from the existing serving station. However, in case when it is operationally not feasible to provide a connection from an existing serving station, provision of a Block Hut/ Block station (between two existing stations) with required points & crossings may be considered, provided it is operationally feasible. This will be done on the request of GCTO.
- 4.5.1 In such cases, the entire capital cost of the new Block Hut/ Block station and related infrastructure shall be borne by the GCTO. However, this work will be executed by DFCCIL, and ownership of the same shall remain with the DFCCIL.
- 4.5.2 However, for new GCTs planned to load one million Tonne or more (outward traffic) per annum, the capital cost of new Block Hut/ Block station will be repaid to the GCTO by DFCCIL.
- 4.5.2.1 The repayment of capital cost of the new Block Hut/ Block station will be made by DFCCIL through 10% rebate on the outward traffic loaded at the Terminal, till such time the capital cost has been repaid to the GCTO. This 10% rebate shall be granted on the normal tariff rate (NTR) of the commodity.
- 4.5.2.2 The repayment of capital cost as mentioned in para 4.5.2.1 above will be done only if the Terminal achieves the target of loading one million Tonne per annum within two Calendar Years of commissioning (excluding the year of commissioning). For example, if a GCT commissioned during calendar year 2022 achieves one million Tonne loading during calendar year 2024, then the repayment of capital cost of new Block Hut/ Block station (through 10% rebate on outward traffic) shall start from 01st April 2025.
- 4.5.2.3 This repayment shall be made for the investment made by the GCTO on behalf of DFCCIL. As such, this repayment through freight rebate shall be admissible

over and above all other rebates that the GCTO may become eligible for in future.

4.5.2.4 This provision of repayment shall be applicable only for GCTs for which Agreement between DFCCIL and GCTO has not been entered into till the date of issue of this Policy.

4.5.2.5 If the GCTO is not the consignor at any such terminal, an amount equal to 10% rebate on the outward traffic shall be reimbursed to the GCTO. The tax liability, if any, for such reimbursement shall lie with the GCTO. The total amount so reimbursed to the GCTO, including the applicable taxes, shall not exceed the amount mentioned in the above para 4.5.2 and its sub-paras.

5. **Sub-Grade Work** :

The sub-grade work, culverts & bridges, drains, pitching & protection work and ballast supply shall be carried out at the cost and expense of the Applicant either by his own agency or by the DFCCIL on his request. When the works or part of them are carried out by the Applicant, the work shall conform to the DFCCIL's drawings and specifications and shall be executed under the supervision of Engineering staff of the DFCCIL or under the supervision of Approved Consultant.

6. **Security of Assets**

6.1 The responsibility of security of DFCCIL assets over Railway land shall be of DFCCIL. However, the responsibility of security of DFCCIL assets outside Railway Land or on land licensed to GCTO shall be of GCTO.

6.1.1 In case of theft of any DFCCIL asset on non-Railway land or railway land licensed to GCTO, the maintenance of which is with DFCCIL, the restoration shall be done by DFCCIL but the cost of such restoration shall be borne by the GCTO.

6.1.2 In case of theft of OHE including OHE on non-Railway land or railway land licensed to GCTO, restoration shall be done by DFCCIL but the cost of such restoration shall be borne by the GCTO.

7. **Maintenance of Assets**

7.1 Maintenance of assets on Railway land (excluding the Railway land licensed to GCTO), including Track and Signalling Equipment installed on Railway land under para 5.1.1 of the policy, shall be done by DFCCIL at its own cost.

7.2 Maintenance of OHE from the take-off point onward including inside the Terminal shall be done by DFCCIL at its own cost – as this involves safety of men and equipment, and can also impact rail operations outside the Terminal boundary.

7.3 In addition to above, the maintenance of assets (track, bridges, signalling equipment, etc) on non-Railway land including the land licensed to GCTO, ***outside the Terminal***, may also be done by DFCCIL at its own cost if the GCTO transfers the ownership of these assets to DFCCIL (the ownership of land on which such assets are created shall however continue to be with GCTO). Provided further, this provision shall be applicable only to those GCTs where freight tariff is charged on 'through distance basis.'

7.3.1 In case maintenance of assets, including Track and Signaling Equipment, is being handed over to DFCCIL on migration to this policy by GCTO, the GCTO will ensure that the standards of track and signaling infrastructure being transferred to DFCCIL is in accordance with the prescribed standards for GCTs, as decided by DFCCIL (Annexure

‘D’ of the policy). If any up-gradation/ replacement/ renewal of any infrastructure is required, the GCTO shall bear the cost for the same.

7.3.2 In case of damages to the assets due to accident, etc, the replacement shall be done by DFCCIL. However, if the responsibility of accident, after Enquiry (joint enquiry by representatives of DFCCIL as well as GCTO), is fixed on the GCTO – the GCTO shall have to bear the cost of all the replacements. The decision of the Nodal Officer, i.e. GGM/OP&BD-I, in this regard shall be final.

7.3.3 In case the damage to assets is due to an external cause (floods, breaches, terrorist activity, etc), the cost of restoration shall be borne by the GCTO.

7.3.4 If the GCTO does not agree to transfer the ownership of assets (track, bridges, signaling equipment, OHE, etc) to Railway or freight tariff is not chargeable ‘on through distance basis’; the maintenance of these assets – except OHE – shall continue to be the responsibility of GCTO.

7.3.4.1 DFCCIL shall be entitled to conduct periodic inspections of such GCTs being maintained by the GCTO, for which Inspection Charges will be levied as per the prescribed norms.

7.3.4.2 GCTO may also get the maintenance done through DFCCIL for such Terminals, in which case Maintenance Charges shall also be levied as per the prescribed norms.

7.3.5 The maintenance of GCT yard, including loading/ unloading lines, shall be the sole responsibility of GCTO. Distribution of the responsibility of track has been explained in Schedule ‘3’.

7.3.6 At such GCTs, DFCCIL shall maintain the signaling equipment till the line-clear/ receipt-dispatch arrangement with serving station(s), at its own cost. Maintenance of signaling equipment internal to the Terminal shall be the sole responsibility of the GCTO.

7.4 The cost of all subsequent up-gradations (on account of change of technology, standards, etc) shall be borne by the GCTO.

7.5 Maintenance of all the infrastructure and equipment inside the GCT which are not to be accessed by DFCCILs’ rolling-stock, and maintenance of infrastructure required for loading/ unloading (tipplers, hoppers, reach stacker etc) shall be the responsibility of GCTO.

8. Cost of Electrification

8.1 In case of new GCT, the entire cost of electrification of the Terminal and the connectivity portion between take off point and GCT, shall be borne by the GCTO.

8.2 While undertaking electrification of main line and serving station by DFCCIL, the electrification of the existing GCT(s) including the rail-line connecting the Terminal(s) shall be undertaken at the DFCCIL’s cost.

9. Handling of Wagons in GCTs:

9.1 If any damage and deficiencies is caused to railway wagons due to the fault of the GCTO, the damage and deficiency charges shall be raised by DFCCIL and paid by the GCTO as per the extant rules of Indian Railways.

9.2 All tipplers and bulk handling systems used for loading/unloading of Railway wagons shall be provided and commissioned by GCTO at its own cost in accordance with the RDSO’s approved specifications. This provision shall however not be applicable on the systems/ equipment

installed by GCTO which are not to be used for handling Railway wagons (such as conveyor-belts, JCBs, reach stackers, excavators, etc).

9.2.1 GCTO shall ensure that tippers, bulk handling systems, and mechanized equipment are operated only by the qualified and experienced staff under adequate supervision.

9.2.2 Such equipment shall be regularly maintained and replaced at the end of their useful life by GCTO at its own cost.

9.2.3 In case of any accident/ derailment inside the Terminal or outside the Terminal up to serving station, DFCCIL will provide Accident Relief Train (ART) initially free of cost. Provided further, if the responsibility of accident/ derailment after enquiry is fixed on the GCTO, ART Charges shall be payable by GCTO as prescribed by Indian Railway from time to time. The due Charges will be deducted from the future payments by DFCCIL to GCTO. However, in case no regular payments are being made by DFCCIL to GCTO, on demand from DFCCIL, the GCTO shall pay ART Charges to DFCCIL without any delay.

9.2.4 The accident enquiry as mentioned in para 9.2.3 above shall be conducted jointly by the representatives of DFCCIL and GCTO to be nominated by GGM/OP&BD-I and GCTO respectively. The accepting authority of Enquiry Report shall be GGM/OP&BD-I, whose decision shall be final and binding on GCTO.

10. C&W Maintenance Facilities

10.1 Normally C&W facilities shall not be constructed at GCTs.

10.2 However, if C&W facilities are operationally required at any GCT as per the extant instructions, only one-time capital cost for setting-up these facilities shall be borne by the GCTO. Operational costs, including staff cost and material cost (for Railway-owned stock), shall however be borne by the DFCCIL.

10.3 For GCTs dealing with POL and other hazardous material, specialized facilities inside the Terminal as well as in DFCCIL yard (if required) shall be developed by the GCTO at its own cost, and shall be maintained by GCTO to ensure that no untoward incident/ accident takes place at such facilities.

11. Authorized Users

11.1 GCTO shall inform DFCCIL about the authorized rail users of the GCT before notification, so that they may be incorporated in the TMS module of FOIS.

11.2 If the GCTO desires to add more rail users subsequently, GCTO shall inform DFCCIL at least seven (07) working days in advance, to enable incorporation of such rail users in FOIS.

12. Commodities Permitted

12.1 Unless otherwise specified by DFCCIL, a GCT shall be permitted to book and handle all traffic – including coal and coke, which shall be as per the guidelines of ‘preferential traffic schedule’ issued by Ministry of Railways from time to time.

13. Engine-on-Load (EOL) Scheme

13.1 All new GCTs shall be set up on ‘charging on through distance basis,’ as per the instructions contained in Rates Master Circular on ‘Freight on Through Distance Basis issued on 24.09.2014 (Annexure ‘A’ of the policy), and as modified from time to time.

13.2 All new GCTs charged on through distance basis shall be governed by the Engine-on-Load policy (FM Circular No.05 of 2013 dated 07.03.2013), and as modified from time-to-time.

- 13.2.1 Railway may permit commissioning of a new GCT (or migration of an existing terminal to this policy) on non-EOL and/or non-through distance basis with the approval of GGM/OP&BD-I, if these are not operationally feasible.
- 13.2.2 If a new GCT/existing terminal migrating to GCT policy is approved on non-through distance basis-then the maintenance of assets on non-Railway land (except OHE) – shall continue to be responsibility of GCTO (as per provision of para 7.3.4 of GCT policy).

14. Charging of Commercial Staff

- 14.1 No cost of commercial staff will be charged from the GCTO.

15. Provision of Weighbridge

- 15.1 All GCTs planning to deal with outward cargo (loading) shall have a provision of Electronic In-motion Weighbridge (EIMWB) at a suitable location inside the Terminal. The EIMWB shall comply with OIML (International Organization of Legal Metrology) document (available at https://www.oiml.org/en/files/pdf_r/r106-2-e12.pdf) and the latest RDSO specifications.
 - 15.1.1 Provision of EIMWB shall not be essential for GCTs dealing with inward cargo (unloading) only.
 - 15.1.2 If a GCT without an EIMWB plans to start loading, the GCTO shall make arrangement for provision of an EIMWB as per the provisions of the Policy. GGM/OP&BD-I may, however permit loading at a GCT (if operationally feasible) – by nominating an alternative weighbridge for weighment of rakes, awaiting installation of EIMWB, for a period of up to six months at a time from the date of start of such loading, duly recording the reasons for the same.
- 15.2 GCTO shall bear the cost of procurement (inclusive of the requisite warranty and a post-warranty comprehensive Annual Maintenance Contract (AMC) till the end of codal life), installation, and replacement of the EIMWB at the end of its codal life. GCTO shall also bear the cost of weighbridge house, weighbridge siding, and related infrastructure.
- 15.3 GCTO shall get the weighbridge certified by the Weights & Measures department of the state government, and shall comply with all the applicable statutory and legal requirements.
 - 15.3.1 The weighbridge, after testing and certification by the Weights and Measures department of the state government, shall be sealed by their personnel in presence of GCTO's and DFCCIL's representatives. This seal shall be broken, if required, only in the presence of the personnel of Weights and Measures department and Railway's representative.
- 15.4 GCTO shall bear the cost of manpower to operate the EIMWB, and the cost for its linking with FOIS.
- 15.5 RR will be issued on the basis of weighment within a GCT as per the extant instructions provided vide Rates Master Circular/Weighment/2019/0 dated 25.07.2019 and other applicable instructions of Ministry of Railways (Annexure 'B' of the policy), and as modified from time to time.
- 15.6 No extra free-time will be provided for weighment at an EIMWB inside a GCT.
- 15.7 DFCCIL reserves the right to conduct periodic and/or surprise inspections of the operation, functioning and calibration of EIMWB.
- 15.8 For the purpose of mandatory testing of EIMWB, test-wagons shall be provided by DFCCIL on payment of Haulage Charges. These Haulage Charges shall be levied for the actual distance travelled or 100 km, whichever is less.
 - 15.8.1 In cases where there is more than one weighbridge located within a GCT, the Haulage Charges as per para 15.8 above shall be levied for the 'first weighbridge,' and shall be levied @25% of the charges for the 'first weighbridge' for other weighbridges inside the Terminal.

- 15.8.2 For random surprise testing by DFCCIL, test-wagons will be provided for without levying Haulage Charges or any other charges.
- 15.8.3 DFCCIL shall try to ensure availability of ‘test wagon-sets’ in the vicinity of all GCTs, so that there is no delay in arranging these wagons for testing.
- 15.9 If any overloading is detected in the outward traffic the same will have to be unloaded/ re-adjusted at the Terminal itself – for which no extra free-time will be provided.
- 15.10 Whenever the EIMWB goes out of order, it shall be put right by the GCTO within three days, failing which a penalty of Rs 4,000/- per day or part thereof for the next ten days, and Rs 8,000/- per day or part thereof thereafter, shall be imposed.
- 15.11 Under exceptional circumstances, if it becomes essential to install the EIMWB of a GCT either partially or wholly on Railway land not licensed to GCTO (on account of operational and technical constraints), permission for the same may be given by the GGM/OP&BD-I. Location of such an EIMWB shall be decided by AGM/TS/CO, in consultation with AGM(OP&BD), GM/CO & GM/Mech/CO.
- 15.11.1 All terms and conditions applicable on EIMWB inside a GCT shall also be applicable on an EIMWB installed by GCTO on such land. However, DFCCIL will be the executing agency for installation, operation, and maintenance of such EIMWBs.
- 15.11.2 Cost of the comprehensive AMC and manpower to operate such EIMWB shall be borne by the GCTO.
- 15.11.3 DFCCIL will be free to weigh rakes other than those of the concerned GCT at such EIMWB.
- 15.12 DFCCIL may permit weight-o-meter/ pre-weighbin system of weighment in GCT on case-to-case basis, on the joint recommendation of AGM/TS/CO, AGM/BD/CO, GM/CO/Engineering/field & GM/Mech./CO and with the personal approval of the GGM/OP&BD-I, keeping in view the requirement and to avoid any manipulation of weighment data.
- 15.12.1 Such equipment shall be certified by Weights & Measures department, and should also meet all extant statutory provisions and policy guidelines.
- 15.12.2 The system should have proper locking/ sealing arrangement to avoid any tampering with the system including software. The ‘admin’ control should rest with the Railways.
- 15.12.3 One-to-one correspondence between Weight-o-meter discharge and corresponding wagon shall be maintained by GCTO.
- 15.12.4 A procedure order for normal operations covering precautions to be taken to ensure that wagons are empty before loading and periodical test weighing of this system shall be maintained by GCTO.
- 15.12.5 The system should have interface with FOIS to avoid any error in data capture during transmission.
- 15.13 GCTO may also be permitted to install an alternative means of weighment of wagons, which should have accuracy level at least equal to that of EIMWB and should ensure weighment within the time taken by EIMWB.
- 15.13.1 GCTO shall submit request for such alternative means of weighment, along with all the necessary documents, which may be permitted by DFCCIL on case-to-case basis, on the joint recommendation of AGM/TS/CO, AGM(OP&BD), GM/CO/Engineering/field & GM/Mech./CO and with the personal approval of the GGM/OP&BD-I.
- 15.13.2 GCTO shall be responsible for getting the proposed means of weighment of wagons certified by Legal Metrology/ Weights & Measures department, and also for ensuring its proper upkeep and maintenance at its own cost.
- 15.14 Any other issue pertaining to installation, commissioning, maintenance and functioning of EIMWB at a GCT, not covered under this policy, shall be governed by the provisions

contained in Rates master Circular No. RMC/Provision of Weighbridge/2019/0 dated 11.07.2019, as modified from time to time.

16. Installation of FOIS and TMS

16.1 FOIS and TMS with limited access as prescribed by Indian Railways shall be installed at the GCT – at the cost of GCTO. All Railway Receipts (RR) will be prepared through TMS. Complete maintenance of FOIS and TMS will be done by DFCCIL at its own cost.

16.1.1 Cost of replacement of FOIS and TMS equipment, at the end of their codal life, shall be borne by the GCTO.

17. General Conditions

17.1 Applicant/ GCTO will be solely responsible for – (a) arranging/ acquiring/ownership/ lease/licensing of non-Railway land for the development of GCT; (b) all statutory and non-statutory clearances from other government departments and statutory bodies; and (c) payment of all charges, taxes/GST, surcharges, cess, levies, etc, related to transportation and handling of cargo.

17.2 Unless otherwise mentioned in this policy, all ‘Commercial and Operating rules of Indian Railways’ (which includes circulars, codes, manuals, act, tariff etc.) as applicable for a goods-shed of Indian Railways for booking, supply and delivery of goods shall be applicable at GCTs. These may be provided to the GCTO at his request, if required.

17.3 The GCTO shall be responsible for clearance of all DFCCIL dues, including demurrage charges & land license fee, accrued within the GCT. For the sake of clarity, it is explicitly mentioned that demurrage charges will be borne by the GCTO for demurrage occurring on its own private land or occurring on railway land licensed to the GCTO.

17.4 The cost of electricity/ diesel consumed by Railway locomotives shall be borne by DFCCIL.

17.5 The GCTO shall provide at his own cost the level-crossings and ROB/ RUB/ LHSs for safe passage of trains as well as road vehicles, as per requirement and prescribed norms.

17.5.1 All level-crossings have to be provided with requisite infrastructure (gate-post, gate-lodge, etc) and have to be manned by GCTO at its own cost.

17.5.1.1 If the level-crossing becomes due for interlocking, the cost of interlocking shall be borne by the GCTO.

17.5.2 Maintenance of level-crossings falling on the track being maintained by DFCCIL shall be done by DFCCIL at its own cost; while maintenance of level-crossings falling on the track being maintained by the GCTO shall be done by GCTO (as illustrated in Section III of Schedule ‘3’ of the policy).

17.6 DFCCIL shall reserve the right to grant connectivity to another GCT(s) from the connectivity portion of track, either on Railway land or on non-Railway land, subject to operational feasibility and consideration that the traffic to/from the initial GCT is not disrupted. Cost of the capacity enhancement work/traffic facilities up-gradation, if required to support the traffic of both terminals (as decided by the GGM/OP&BD-I), shall be borne by the GCT to whom connectivity is being subsequently granted. However, in case traffic facilities up-gradation/ capacities enhancement work is required in future, capital cost of the same shall be shared by both GCTs according to the increase/ expected increase in traffic handled by them, as decided by GGM/OP&BD-I.

17.7 For GCTs established entirely or partially on Railway land, DFCCIL will levy Terminal Charges similar to those being levied on Railway goods-sheds. These Terminal Access Charges will be shared with the GCTO according to the quoted bid percentage (as mentioned in para 9 above of this Schedule ‘2’).

- 17.8 At the time of cancellation / termination / expiry of the Agreement, the Railway land, shall revert back to Railway.
- 17.9 The Railway land used for providing connectivity to the Terminal shall remain in possession of DFCCIL, along with the entire infrastructure created on it (as per provisions of para 5.1.2 & 5.1.3 of the Policy).
- 17.10 Railway land where GCT is developed partially or wholly on railway land (except for Railway land provided for the connectivity to GCT as mentioned in para 13 of Schedule 1 & 2) will be licensed to GCTO – for which modalities of calculating and levying land license fee shall be as per extant rules/Board's circular on land licensing (2021/LML/25/2 dated 04.10.2022, Annexure-E of the policy), as amended from time to time.
- 17.11 Responsibility for maintaining the track and signalling equipment shall be as per the provisions of para 7 of this Policy. Responsibility of maintaining loading/ unloading wharf(s), roads, drainage, etc, shall rest with the GCTO.
- 17.12 GCTO shall also be responsible to ensure that the entire infrastructure of Terminal is properly maintained and is duly upgraded/ replaced at the end of codal life, as per Good Industry Practices. DFCCIL can impose a fine on the GCTO if the desired level of upkeep/ maintenance of assigned facilities at the GCT terminal are found unsatisfactory during the currency of the contract. Fine up to Rs. 25,000/- at a time, for unsatisfactory maintenance and upkeep of the facilities may be imposed by AGM(OP&BD). The penalty may go up to Rs 1,00,000 at a time under approval of GGM/OP&BD-I.
- 17.13 Subject to the provisions of para 17.10 above, GCTO will be free to create infrastructure and/or to provide value-added services/ facilities (such as reach stacker, warehousing, processing, packaging, etc. provided that such infrastructure/ value-added services/ facilities, if created, shall be available to all users of the GCT without discrimination of any sort. GCTO will also have the authority for deciding the user charges/ fees for value-added services/ facilities as per market conditions – without any interference from DFCCIL. However, the use of value-added services/ facilities will be optional and no customer will be forced to use those services or to pay for them. Such value-added services/ facilities shall conform to Good Industry Practices.
- 17.13.1 GCTO shall not sub-lease/ sub-license/ mortgage Railway land, and shall not create any third-party encumbrance on Railway land.
- 17.13.2 For any value-added service/ facility developed on Railway land, GCTO shall ensure that either the complete inward traffic or the complete outward traffic, for each commodity handled, is transported through DFCCIL/Indian Railway system. DFCCIL reserves the right to undertake any inspection of the Terminal to safeguard its interests and to direct the GCTO to discontinue such activities if such activities are detrimental to DFCCIL's cargo business, failing which the Agreement may be terminated. For avoidance of doubt, such termination will be treated as default by the GCTO.
- 17.13.3 The responsibility of obtaining all statutory and environmental clearances for such value-added services, if required, shall rest solely with the GCTO. Any violation of statutory compliance will invite merit for termination clause of the Agreement on GCTO's default. Any liability/ default created by such violation will be the sole responsibility of the GCTO, and DFCCIL will not be responsible for this.
- 17.14 GCTO shall use Railway land for activities related to Railway cargo business only. If the GCTO indulges in any commercial activity not related to Railway cargo business on Railway land or fail to adhere to the provisions of para 17.13, 17.13.1, 17.13.2 & 17.13.3 above, the Agreement for GCT may be terminated without any compensation/ termination

payment to the GCTO. For avoidance of doubt, such termination will be treated as default by the GCTO. In case of any dispute whether any activity is related to Railway cargo business or not, the decision of the nodal officer (i.e. GGM/OP&BD-I) shall be final and binding on the GCTO.

- 17.15 The GCT located completely or partially on Railway land will remain a common-user facility, and GCTO shall ensure non-discriminatory access for all rail-customers/ potential customers to such Terminals. The GCTO will not prevent any rail-customer/ potential customer from accessing the Terminal (provided the facilities for handling their cargo exists at the terminal). Road access to the GCT will not be blocked by the GCTO.
- 17.16 GCTO will have the permission to expand the Terminal further by acquiring/ leasing the adjacent non-Railway land. However, any such acquisition/ leasing of additional land will have to be managed by the GCTO through his own resources. DFCCIL will not charge any Land License Fees for the additional land acquired by the GCTO.
 - 17.16.1 In such cases, the levy of Terminal Charges – and their sharing with the GCTO – will continue as before as per the decided principle.
- 17.17 A joint team (comprising of AGM/TS/CO, AGM(OP&BD), GM/CO, JGM/Signal & DGM/Ele/WC) shall inspect the GCT at least once a year to ensure that there is no breach of Agreement or policy provisions by the GCTO. In addition, inspections may also be conducted by DFCCIL officials as per the provisions of para 17.12 above.

18. Dispute Resolution

- 18.1 In case of any dispute arising in the interpretation of the Policy, the decision of GGM/OP&BD-I will be final and binding.
- 18.2 Conciliation: All disputes and differences of any kind whatsoever arising out of or in connection with the construction and operations of GCT shall be referred by the GCTO to DFCCIL through ‘Notice of Dispute.’ RA shall, within 30 days after receipt of the ‘Notice of Dispute,’ notify the name of conciliator(s) to the GCTO. The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of Agreement. If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written Settlement Agreement duly signed by DFCCIL/Railway’s representative AGM(OP&BD), GCTO and conciliator(s). When the settlement agreement is signed, it shall be final and binding on the parties. The conciliators shall be paid fee as fixed by Ministry of Railways time to time, which shall be shared equally by the parties. For other issues related with Conciliation, terms and conditions defined under Indian Railways General Conditions of Contract 2020 may be followed.
 - 18.2.1 The parties shall not initiate, during the conciliation proceedings, any reference to arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
 - 18.2.2 The conciliation shall be carried out as per “The Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof” and the proceedings shall be terminated as per Section 76 of the above Act.
- 18.3 Arbitration: If the dispute is not settled through Conciliation (as mentioned in para 18.2), it shall be decided by reference to arbitration. Arbitration shall be carried out as per provisions available for arbitration in Indian Railways General Conditions of Contract 2020 for works contracts, as amended from time to time.
- 18.4 Governing Law & Jurisdiction: This Agreement is governed by and shall be construed in accordance with the laws of India. In case of any dispute and difference arises, the Court of the

place, where Land License Agreement has been made, shall only have the jurisdiction to try such litigation.

19. Termination of the Agreement

19.1 Subject to the provisions in the Agreement, DFCCIL may terminate the Agreement with a GCTO operating a GCT in the event of any serious irregularity committed by the GCTO. This may include any breach of the terms and conditions of the Agreement, any default by GCTO, violation of The Railway Act, 1989, or commission of an unlawful act which is not in-line with Good Industry Practices.

19.2 Before terminating the Agreement, DFCCIL shall first issue a Show Cause Notice, informing GCTO to submit representation within 30 days. If no response is received, or if the response of GCTO is not satisfactory, a written Notice of Termination specifying a grace period of 180 days shall be given to the GCTO, by AGM(OP&BD) with the approval of GGM/OP&BD-I. However, if no reply to the Notice for Termination is received within 180 days of the issue of Notice for Termination, the Agreement with GCTO will stand terminated and the same shall be communicated by AGM(OP&BD) to GCTO. No termination payment shall be made by DFCCIL to the GCTO.

19.2.1 If the GCTO submits a reply within 180 days, DFCCIL will take further course of action on the merit of the case.

19.3 The GCTO will also have the right to terminate the Agreement by giving a notice of 180 days to the DFCCIL in the event of any difficulty faced by the GCTO in smooth functioning of the Terminal for reasons attributable to DFCCIL as laid down in this policy, or for any other reason internal to the GCTO. No termination payment shall be asked by DFCCIL from GCTO.

19.4 Any dispute arising out of this Agreement will be resolved through the Dispute Resolution Mechanism as prescribed under Para 18 above.

20. Power To Terminate Agreement, If Traffic Insufficient :

20.1 *Notwithstanding anything contained in the Agreement, the DFCCIL shall be entitled, in the event of the DFCCIL being of the opinion that the Applicant's traffic over the terminal is insufficient to justify the retention of terminal by the Applicant of which the 'GGM/OP&BD-I' of the DFCCIL will be the sole judge to terminate this Agreement by giving to the Applicant not less than 6(six) months' notice in writing of the DFCCIL's intention to terminate this Agreement and on the expiry of such notice, this Agreement shall stand terminated.*

20.2 *The termination of this agreement under the provisions of this Clause shall be without prejudice to any rights of remedies to which the DFCCIL will be entitled to, in respect of any acts, matter or things arising before such termination.*

21. Power To Close The Portion Of The Terminal Within Railway Land Colored Red In The Annexed Plan Or Work It For Public Traffic :

21.1 *In the event of the DFCCIL deciding in the public interest to close the terminal or any part or extension thereof or to work the terminal or any part or extension thereof for public traffic as part of the DFCCIL system (the decision of the DFCCIL being final in this case and the service of the notice as hereinafter stated shall be conclusive evidence of the same) the DFCCIL may terminate this Agreement by giving to the Applicant 6(six) month's previous notice in writing of such decision and on the expiration of such notice this Agreement shall terminate.*

22. Power To Stop Traffic And To Terminate Agreement In Certain Events:

The DFCCIL shall have the absolute right to refuse at any time to allow their/railway rolling stock to go on or be used upon the Terminal or any part or extension thereof and shall also be entitled to determine this Agreement at any time after the happening of any of the following events:

- 22.1 In the event of the Applicant failing to deposit within the time fixed for the purpose any sum of sums required to be deposited under the provision of these presents or according to any direction of the DFCCIL.*
- 22.2 In the event of the Applicant failing to pay any other sums payable to the DFCCIL under this Agreement or any other changes payable to the DFCCIL in respect of the terminal or the use thereof within one month after the due date of payment or in the event of a due date not being specified then within one month after service of a written-demand for payment.*
- 22.3 In the events of the Applicant failing to comply with any requisition of the DFCCIL to remove or repair any defect which in the opinion of the DFCCIL may endanger the working and safety of the terminal within such time as shall be fixed by the DFCCIL for the purpose.*
- 22.4 In the events of the Applicant ceasing for a consecutive period of 3 (three) months to use the terminal or any part for extension thereof for the Applicant's own traffic in connection with the Applicant's Works.*
- 22.5 In the event of the Applicant contravening the provision of Clause 15 hereof.*
- 22.6 In the event of the Applicant failing to observe or perform any other obligation on his part herein contained.*
- 22.7 In the event of the terminal becoming dangerous or defective by reason of any act of God or other act or circumstances for which the DFCCIL is not responsible.*
- 22.8 In the event of any branch line, terminal or part or extension thereof, connecting the terminal or any part or extension thereof with the Railway system, becoming dangerous or defective for any reason whatsoever and whether such branch line, terminal part or extension shall belong to the Applicant or to any third person.*
- 22.9 In the event of any branch line, terminal or any part or extension thereof connecting the terminal or any part or extension thereof with the Railway system, being closed by the DFCCIL under any powers which the DFCCIL may possess whether by status or by Agreement with third persons or closed by order of the Government of India or any State Government.*

The Applicant shall have no claim whatsoever against the DFCCIL in respect of any refusal by the DFCCIL to allow their rolling stock to go on or be used upon the terminal or any connected Terminal or branch line in any of the aforesaid events.

Provided always that on the happening of any of the events mentioned in sub-Clauses 22.1, 22.2, 22.4, 22.5, 22.6, the DFCCIL shall not exercise the power conferred upon it by this Clause unless 14 (Fourteen) days' previous notice has been given in writing requiring the Applicant to comply with the demand or requisition as the case may be, of the DFCCIL and the Applicant has failed to comply with the Same within the time specified in such notice.

No notice shall be required to be given in the cases specified in the other sub-clauses of this clause.

23. Termination of Agreement on Death. Insolvency etc. :

This agreement may be determined by the DFCCIL without prior notice at any time after the happening of any of the following events:

- 23.1 In the event of the death of the Applicant, if he is an individual person.*
- 23.2 In the event of a partition of the Joint family properties, if the Applicant is a Joint family governed by the Mitakshara School of Hindu Law.*

- 23.3 *In the event of dissolution of partners either by act of parties or by order of Court, if the Applicant is a firm or other association or body of individuals.*
- 23.4 *In the event of dissolution of partners either by act of parties or by order of Court, if the Applicant is a firm or other association or body of individuals.*
- 23.5 *In the event of Applicant becoming insolvent or going into liquidation either voluntarily or under an order of a competent Court.*
- 23.6 *In the event of the Applicant's interest in the works becoming wholly or partially vested in some other person.*
- 23.7 *In the event of the Applicant contravening the provision of Clause 21 hereof.*

24. *Consequence of Termination Under Clauses 19, 20, 21, 22 & 23 :*

- 24.1 *On termination of this agreement under provisions of Clauses 19, 20, 21, 22 & 23 thereof, the DFCCIL shall be entitled to disconnect from their system, the portion of the said terminal within the Railway land (colored red on the said plan) at the cost of the Applicant and take up and remove the same and the appliance connected therewith and dispose of the materials thereof as they may think fit rendering to the Applicant surplus (if any) to arise from such disposal after first defraying and reimbursing there at all costs and expenses on and incidental to such taking up, removal and disposal and all sums owing to them by the applicant under the terms of this Agreement or for freight or carriage.*
- 24.2 *Provided always that the DFCCIL shall at all times have lien on the portion of the said terminal within the Railway land (colored red in the said plan) and appliances connected therewith and materials thereof for all sums owing to them from the Applicant under the terms of this agreement or for freight or carriage. The Applicant shall have no claim whatsoever against the DFCCIL in respect of termination of this agreement whether under any of the provisions of those presents or in any manner not provided for by those presents.*

25. *Agreement To Bind Applicant Until Terminated By The DFCCIL*

- 25.1 *Until terminated by the DFCCIL or unless and until the person or persons in whom the entire rights and interests of the Applicant have vested and with whom the DFCCIL has agreed to enter into a Cargo Terminal Agreement has executed and registered such Agreement in the same form as these presents or in such other form as the DFCCIL may require as provided in Clause 21 hereof, this Agreement shall be binding upon the Applicant and the successors in title or interest of the Applicant in the Applicant's work*

(i) Provided that the Applicant may by giving 6 (six) months' notice to the DFCCIL, discontinue the use of the terminal. In such event, the Applicant shall not be liable for the payment of maintenance and other charges under the Agreement for the period subsequent to the date of expiry of the said notice, but nevertheless all other obligations under the Agreement shall binding on him.

(ii) Provided further that the DFCCIL has the right without assigning any reason to terminate this Agreement on 6 (six) months' notice.

26. *Applicant To handover/revert back Railway land Within A Month Of Termination*

On termination of this Agreement, Railway land, shall revert back to DFCCIL.

27. *Right To Charge Interest On Money Due Hereunder To The DFCCIL:*

Notwithstanding anything contained in the foregoing Clauses of this Agreement, the DFCCIL shall have the right to charge and recover from the Applicant interest at such rates, as may be fixed by the DFCCIL from time to time on any or all sums payable by the Applicant under the terms thereof, if such sums are not

paid within one month from the due date and if no such date is fixed, within one month from the date on which a written demand is made by the DFCCIL.

28. *Right Of Deduction Of Money Due To The DFCCIL*

The DFCCIL shall have the right to deduct from any amount which may become payable by the DFCCIL to the Applicant or to the legal representative of the Applicant any money due from the Applicant to the DFCCIL under these presents or for freight, haulage or other charges or otherwise in connection with the construction, maintenance or working of the terminal.

29. *Service Of Notices On Applicant:*

The Applicant shall maintain a proper office to which all letters, notices, demands and other communications intended for the Applicant may be sent and every notice, demand or other communication which shall be delivered at or sent by Registered Post to such office shall for all purposes whatsoever be deemed to have been validly and effectively delivered to the Applicant.

30. *Exercise Of Powers :*

Subject as otherwise provided in this agreement, all notices to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by the DFCCIL; the agreement signing authority or his authorized representative.

31. *Alteration / Variation Of The Agreement:*

Except as hereby provided any verbal or written arrangement or abandoning, varying or supplementing this Agreement or any of the terms hereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is endorsed on this agreement or incorporated in a formal instrument and signed by the parties hereto and till then the DFCCIL shall have the right to repudiate such arrangement.

32. *Applicant Not To Transfer Rights ;*

32.1 The Applicant shall not be entitled to assign or transfer or subject or permit to be used or enjoyed by any other person in any manner whatsoever any of the rights or benefits conferred upon the Applicant by these presents and any purported assignment transfer or subletting or permission shall be void and of no effect. Provided also that in the event of any other person being permitted by the DFCCIL to use the terminal on the Applicant's request or otherwise, the Applicant shall remain responsible to the DFCCIL for all the charges and obligations under this Agreement.

32.2 Provided, however, that if the Applicant shall desire to transfer the Applicant's Works to any person or if the applicant being a Company shall go into liquidation and such intended transferee or the liquidator of the Company shall desire the use and benefit of the terminal than subject to the under mentioned conditions being complied with the DFCCIL may at its discretion on the written request of the Applicant and of the intended transferee or liquidator made prior to the transfer or within one month after the commencement of the liquidation as the case may be and after production by the transferee of the registered Deed of Transfer of the Applicant's Works pr after proof by the liquidator of this intension to carry on the Company's business for the purpose of the liquidation proceedings, allow the transferee or liquidator the use and benefit of the terminal. The conditions above mentioned are the following:

- (i) That the liquidator shall be approved by the DFCCIL, but such approval will not unreasonably withheld.*

(ii) That the liquidator shall duly sign and register a Cargo Terminal Agreement in the same form as these presents so far as then applicable or in such other form as the DFCCIL may then require.

(iii) That the applicant, DFCCIL and transferee shall duly execute an agreement of assignment as may be prescribed by the DFCCIL.

33. Cost of Execution Of Agreement:

All expenses in drawing up the Agreement and the cost of stamping and registration shall be borne by the TO/Applicant. "Money receipt obtained from the Registration Office should be handed over to the Railways for collection of registered agreement which shall remain in the custody of Railways. Any charges, if levied for collection of registered agreement, shall also be borne by the Applicant.

34. Agreement period

The period of Agreement shall be signed for (___) years **(including the period of construction and extension period).**

35. Following documents shall be read and construed as an integral part of this contract agreement in the following priority:

- 35.1 Contract Agreement
- 35.2 LOA
- 35.3 SCC
- 35.4 GCC
- 35.5 GCT Policy

36. Agreement In Force From :

The agreement shall be deemed to have come into force on and from.....

37. Head Notes :

The head notes herein are for the convenience of reference only and shall not affect the construction of these presents.

In WITNESS WHEREOF, the parties to these presents have set and subscribed their respective hands and seals hereunto on the day and year first above written.

For and on behalf of
THE Managing Director of Dedicated Freight Corridor Corporation of India Ltd. (First Party)
SIGNED, SEALED AND DELIVERED BY

Name :
Designation ...
Address :
(Authorized Signatory)

.....(Second Party)
(SIGNED, SEALED AND DELIVERED by

Name :
Designation :.....
Address :

In the present of Witness

1.

2.

Cargo Terminal Agreement-

Reg. No.: _____ For _____ Terminal

At Kilometre: _____ Between Stations _____ and _____

Land License Agreement

(For GCT Terminal on Railway Land)

{Note- This agreement is not to be used for the cases where Railway Land is given on Lease to other government department/PSU For such cases, Land Leasing Agreement has to be signed in lieu of Land License Agreement in the standard format of Zonal Railway}

This **Land License Agreement** is made and executed aton this Day of, 20.....

BY AND BETWEEN

THE PRESIDENT OF INDIA acting through (incorporate name and designation of the officer authorized under Article 299(1) of the Constitution) having its office at (hereinafter referred to as "**Licensor**" which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the One Part;

AND

..... [hereinafter referred to as ("**Licensee**")* which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Other Part.

The Licensor and the Licensee are hereinafter collectively referred to as the "Parties" and Individually as a "Party",

WHEREAS,

- (A) The Licensor and the Licensee have entered into a Cargo Terminal Agreement, dated ____ (Agreement No,), wherein the Licensee has agreed to lay the terminal and the Licensor has agreed to provide the land for providing connectivity to the Terminal,
- (B) The Licensor is owner of the land described in the Annexure hereunder (the "Site") and now desires to License the Site to the Licensee and the Licensee desires to take on License from the Licensor, the Site for the purpose of connectivity to the terminal,

NOW THEREFORE, In consideration of the promises and covenants herein set forth and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as hereunder-

1, Definitions and Interpretation -

1.1 Definitions:

In this Land License Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under applicable laws in connection with the Site and the Terminal during the subsistence of the Land license Agreement;

"Encumbrance" means any encumbrance, such as an easement, right of way, license, mortgage, charge, pledge, lien, hypothecation, pre-emptive right or security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, whether or not registered and howsoever arising, including by statute or common law;

"Land License Fee" shall have the meaning set forth in Clause 4.1 of this agreement.

"Site" shall have the meaning set forth in Recital (B); and

"Term" shall have the meaning set forth in Clause 3 of this agreement.

1.2. Interpretations-

In this Land License Agreement, except to the extent that the context requires otherwise:

- (a) the Annexure to this Land License Agreement forms part of this Land License Agreement and shall be of full force and effect as though it is expressly set out in the body of this Land License Agreement;
- (b) the terms of this Land License Agreement shall be read in consonance with and not in derogation with the terms of Cargo Terminal Agreement;
- (c) the words and expressions beginning with capital letters and defined in this Land License Agreement shall have the meaning ascribed thereto herein, and the words and expressions beginning with capital letters used in this Land License Agreement and not defined herein, but defined in the Cargo Terminal Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Cargo Terminal Agreement.

2. Grant of License and Possession -

2.1.1 The provisions of this Land License Agreement shall take effect and become binding on the Parties on the date of signing of this Agreement.

2.1.2 In consideration of the Land License Fee and subject to Clause 2.1.3, the Licensor grants on License to the Licensee and the Licensee agrees to accept the License from the Licensor, free from Encumbrances and/or encroachments, of all that piece and parcel of land measuring_____ situated at_____, described in the Annexure and to hold, possess, use and enjoy the Site *and/or* any part thereof, in accordance with the provisions of this Land License Agreement.

2.1.3 The Licensor hereby grants and transfers physical possession of the land specified in Annexure and in accordance with the provisions of Clause 4 of the Cargo Terminal Agreement.

3. Term-

3.1 The License granted in pursuance of this Land License Agreement shall be for a period of years **(including the period of construction and extension period)** from the date of signing of Land License Agreement (the "Term") unless principle GCT agreement is terminated / or the Land License Agreement is terminated prematurely in accordance with Clause 6 hereunder.

3.2 Both the Land License Agreement and the Cargo Terminal Agreement shall be co-terminus with each other.

3.3 The Licensee shall not derive any right, title or interest in the said Site which shall remain property of the Railways all the times. The Licensee only shall have possessory right as a Licensee for ____ years of the said premises in accordance with the terms of the agreement, provided regular and timely payment of land license fee is made.

3.4 Renewal of the Land License Agreement shall be at the sole discretion of the Licensor.

4. Land License Fee -

- 4.1 The Licensee shall pay to the Licensor, subject to Clause 4.3, an annual Land License Fee ("Land License Fee") @ 1.5% of market value of land per annum with annual escalation of 6% in terms of Board's circular on land licensing i.e. 2021/LML/25/5 dated 04.10.2022 and as amended from time to time.
- 4.2 The Licensee shall pay the Land License Fee to the Licensor in advance on the first day of April every year and into such account, as may be designated by the Licensor from time to time.
- 4.3 If the Licensee fails to pay the Land License Fee as aforesaid, the Licensee shall be liable to pay interest for the period of delay calculated at a rate equal to 5% (five percent) above the base interest rate prescribed by State Bank of India.
- 4.4 Upon failure to pay Land License Fee within a period of 180 days from due date i.e. First day of April every year, Licensor reserves the right to terminate the Land License Agreement in accordance with Clause 19 of GCTO Agreement. However, the same shall not stop Licensor from taking action for recovery of their dues.

5. Use of Site –

- 5.1 During the Term of this Land License Agreement, the Licensee shall use the Site only for the purpose of terminal.
- 5.2 The Licensor shall always be at liberty to construct adjoining to the Licensed Site and the Licensee shall not be entitled to raise any objection to ask compensation thereafter on the plea of inconvenience, whatsoever at any point of time.

6. Termination of Land License Agreement –

- 6.1 This Land License Agreement may be terminated earlier by mutual agreement between the Parties in writing.
- 6.2 The Land License Agreement shall be co-terminus with the Cargo Terminal agreement. Thus, in the event that the Cargo Terminal Agreement is terminated during the currency thereof, then this Land License Agreement shall be deemed to be terminated without any further notice for termination of Land License Agreement and the Licensor shall be at full liberty to deal with the site in such manner as it deems fit in its sole discretion.
- 6.3 The Licensor shall have the right to terminate this Land License Agreement on occurrence of anyone or more default(s) by the Licensee as enlisted hereunder:
- (a) failure of the Licensee to make payments to the Licensor in accordance with the provisions hereof, where such failure continues for a period of 30 (thirty) days after a written notice from the Licensor;
 - (b) transfer or assignment of this Land License Agreement or creation of any Encumbrance on the Site, without securing prior written approval of the Licensor;
 - (c) use of the Site for any purpose other than the purposes stated under Clause 5 of this Land License Agreement and such breach is not remedied within a period of 60 (Sixty) days after a notice from the Licensor in this behalf; and

- (d) Voluntary abandonment by the Licensee of period of 90 (ninety) days or more.

6.4 On expiry of the License Term or early termination of the Land License Agreement, for any reason whatsoever, the site, shall revert back to the Licensors.

6.5 Upon termination under Clauses 4.4, 6.1, 6.2 and 6.3, the Licensors shall have the following additional rights:

- (a) The recovery of any unpaid Land License Fee due and payable at the time of termination;
- (b) the recovery of any damages, costs, fees and expenses incurred by the Licensors as a result of the breach of the Land License Agreement by the Licensee; and
- (c) Any other right or remedy, legal or equitable, that the Licensors is entitled to under applicable laws.

7. Licensee's Obligations and Covenants

Licensee hereby covenants, agrees and represents that:

- (a) the Licensee, during the Term of the Land License Agreement, shall pay the Land License Fee in accordance with terms and conditions set out in this Land License Agreement and shall observe and fulfil each of its obligations and covenants set forth herein;
- (b) the Licensee shall obtain, at its own cost and expense, all utilities, such as water, electricity etc. from the appropriate authorities;
- (c) It shall obtain and keep current all Applicable Permits that may be required under the applicable laws;
- (d) it shall pay all taxes, service tax, cess charges, assessments and levies in respect of the Site, which are leviable at any time during the Term of the Land License Agreement;
- (e) it shall not create any lien, charge or Encumbrance on the Site, except as permitted in this Land License Agreement, without prior approval of the Licensors;
- (f) it shall take all necessary care to keep the premises neat and clean and in sanitary conditions.; and
- (g) It shall, after expiry or termination of the Land License Agreement forthwith, the Licensee hand over possession of the land to the Licensors in terms of Clause 17.8 of agreement, without any payment / compensation.
 - a. shall revert back to Railway, without payment of any compensation.

8. Stamp Duty and Registration Charges -

Subject to the exemption or waiver, if any, granted by Government or any other authority, the Parties agree that all stamp duties, registration charges and all other local/statutory charges payable In respect of the License contemplated herein shall be to the account of and borne by the Licensee.

9. Indemnities and Limitation of Liability -

The Licensee shall fully indemnify, defend and hold harmless the Licensor, its officers, servants, agents, against any and all suits, proceedings, actions, demands, claims and liabilities, which may be incurred or suffered by the Licensor and which may arise out of or as a result of any of the following causes:

- (a) any breach by the Licensee of any of its obligations, covenants, agreements, representations or warranties set forth In this Land License Agreement;
- (b) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused willfully or negligently by the Licensee; and
- (c) any breach, violation or non-compliance by the Licensee of any applicable laws and/or Applicable Permits.

10. Assignment-

The Licensee shall not, without the Licensor's prior written consent, transfer, assign or grant any form of security over any of its rights or obligations under this Land License Agreement.

11. Dispute Resolution -

11.1 The Parties shall use their respective reasonable endeavors to settle any dispute, difference, claim, question or controversy between the Parties arising out of, in connection with or in relation to this Land License Agreement ("Dispute") amicably between themselves through negotiation.

11.2 Any Dispute which the Parties are unable to resolve pursuant to Clause 11.1, within 60 (sixty) days (or such longer period as the Parties may agree) of notice by one Party to the other of the existence of a Dispute, shall be resolved in accordance with the provisions of the Cargo Terminal Agreement.

12. Governing Law -

This Land License Agreement is governed by and shall be construed in accordance with the laws of India. In case of any dispute and difference arises, the Court of the place, where Land License Agreement has been made, shall only have the jurisdiction to try such litigation.

In Witness Whereof The Parties Have Executed And Delivered This Land License Agreement As Of The Day, Month And Year First Above Written.

For and on behalf of
THE PRESIDENT OF INDIA (First Party - Licensor)
SIGNED, SEALED AND DELIVERED BY

Name :
Designation (Sr. Divisional Engineer)
Address :

(Authorized Signatory)

.....(Second Party -Licensee)
(SIGNED, SEALED AND DELIVERED by

Name :
Designation :.....
Address :

In the present of Witness

- 1.
- 2.

भारतसरकारBHARAT SARKAR
रेलमंत्रालयMINISTRY OF RAILWAYS
रेलवेबोर्डRAILWAY BOARD

No. 2020/RS(G)/779/2

नई दिल्लीNew Delhi Dated: 06.08.2020.

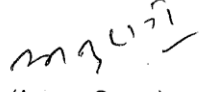
The General Managers, All Indian Railways/PUs, NF(C), CORE
DG/RDSO/Lucknow, NAIR/Vadodara,
PCAO, DMW/Patiala, COFMOW
CAO, WPO/Patna, RWP/ Bela.

Sub.: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017.

- Ref.: i. Ministry of Finance OM No. F.No. 6/18/2019-PPD dated 23/07/2020.
ii. Ministry of Finance, Order (Public Procurement No. 1), F.No. 6/18/2019-PPD dated 23/07/2020.
iii. Ministry of Finance, Order (Public Procurement No. 2), F.No. 6/18/2019-PPD dated 23/07/2020.
iv. Ministry of Finance, Order (Public Procurement No. 3), F.No. 6/18/2019-PPD dated 24/07/2020.

- 1.0 Ministry of Finance, vide OM at ref. i, has inserted Rule 144 (xi), in Rule 144 of the General Financial Rules, 2017. Rule 144 is entitled as 'Fundamental principles of public buying.'
2.0 The Ministry of Finance, has also issued three Public Procurement Orders, which complement the Rule 144 (xi).
3.0 The OM and Public Procurement Orders (referred above and attached herewith) are hereby circulated for strict compliance.

This is issued with the approval of Railway Board (MMM and FC).


(Anurag Grover)
Deputy Director Railway Stores(G)
Railway Board

No. 2020/RS(G)/779/2

Dated: 06.08.2020

1. PFAs, All Indian Railways & Production Units
2. The ADAl(Railways), New Delhi
3. The Directors of Audit, All Indian Railways


For Financial Commissioner/Railways

LIST FOR DISTRIBUTION

Directors of all CTIs,
CMDs /MDs of all Railway PSUs/ autonomous bodies/ societies,
PCMMs, PCEs, PCMEs, PCEEs, PCSTEs, All Indian Railways & PUs, COFMOW, CORE, WPO/Patna and RWP/Bela
Sr. Prof. (Material Management), NAIR, Vadodara, Executive Director (Stores), RDSO, Lucknow
Chief Commissioner, Railway Safety, Lucknow
Zonal Railway Training Institute, Sukadia Circle, Udaipur

Copy to:

The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPOA, Room No. 256-D Rail Bhavan.

Copy to:- PSOs/Sr. PPSs / PPSs / PSs to :

MR, MoS(R)
CRB, FC, ME, MTR, MRS, MS, MT, SECY., DG (RHS), DG (RPF)
All AMs, PEDs & Executive Directors of Railway Board

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.



(Sanjay Prasad)

Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in

Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India
- (2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

[Handwritten signature]

2/12

entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

- 4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

- 5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

- 6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
- 8. "Bidder from a country which shares a land border with India" for the purpose of this Order means



3/12

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

P. 22/5

4/12

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

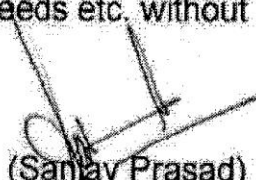
14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

[Handwritten signature]

5/12

Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



6/12

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

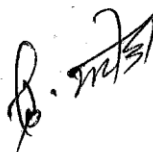


7/12

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]



8/12

Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

9/12

S. n23

Annex III

Model Clause /Certificate to be inserted in tenders etc.

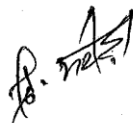
(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;



10/12

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the



Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

12/12

A handwritten signature in black ink, appearing to be 'P. N. S.', written over a horizontal line.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

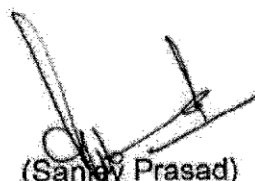
Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.



(Sanjay Prasad)
Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
24th July, 2020

Order (Public Procurement No. 3)

Subject: Clarification to Order (Public Procurement No.1) dated 23rd July 2020

Attention is invited to paragraph 3(b) of the Order (Public Procurement No.1), under the heading "Transitional provisions" which reads as follows:

- b) If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.*

It is hereby clarified that for the purpose of paragraph 3 (b), "qualified bidders" means only those bidders who would otherwise have been qualified for award of the tender after considering all factors including price, if Order (Public Procurement No. 1) dated 23rd July 2020 had not been issued.

2. If bidders from such countries would not have qualified for award for reasons unconnected with the said Order (for example, because they do not meet tender criteria or their price bid is higher or because of the provisions of purchase preference under any other order or rule or any other reason) then there is no need to scrap the tender / start the process de novo.

3. The following examples are given to assist in implementation of the Order.

Example 1: Four bids are received in a tender. One of them is from a country which shares a land border with India. The bidder from such country is found to be qualified technically by meeting all prescribed criteria and is also the lowest bidder. In this case, the bidder is qualified for award of the tender, except for the provisions of the Order (Public Procurement No. 1) dated 23rd July. In this case, the tender should be scrapped and fresh tender initiated.

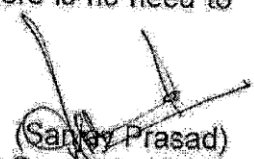
Example 2: The facts are as in Example 1, but the bidder from such country, though technically qualified is not the lowest because there are other technically qualified bidders whose price is lower. Hence the bidder from such country would not be



qualified for award of the tender irrespective of the Order (Public Procurement No. 1) dated 23rd July 2020. In such a case, there is no need to scrap the tender.

Example 3: The facts are as in Example 1, but the bidder from a country which shares a land border with India, though technically qualified, is not eligible for award due to the application of price preference as per other orders/ rules. In such a case, there is no need to scrap the tender.

Example 4: Three bids are received in a tender. One of them is a bidder from a country sharing a land border with India. The bidder from such a country does not meet the technical requirements and hence is not qualified. There is no need to scrap the tender.


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform the clarification to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately circulate this clarification among Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



Check list to be filled by Bidder before Submission of Bid

S. No.	Documents to be submitted by the bidder along with bid	Check whether submitted (Yes/No)
1.	Earnest Money Deposit (EMD) paid online as per Section-I or deposited as BG Bond as per Annexure XI	
2.	Details of Tender – (Annexure IV)	
3.	The technical bids (Packet - A) (Contain all information mentioned in clause 1.1.1 of Section III)	
4.	Eligibility Criteria – Supporting documents (self-attested copies) required under Clause 3 of Section III.	
5.	Performa for submitting Financial Offer- PACKET- B as per clause 1.1.2 of Section - III (Annexure VIII)	
6.	Format of Certificate to be submitted/uploaded by the Bidder along-with the Tender Document (Annexure V)	
7.	Details of the bidder (Annexure VI)	
8.	Mandate Form by Bidder for EFT/ECR/RTGS/NEFT Payment (Annexure VII)	
9.	AFFIDAVIT (Details of termination and blacklisting, if any) (Annexure IX)	
10.	AFFIDAVIT (Details of criminal cases and bankruptcy/insolvency) (Annexure X)	
11.	Format for Power of Attorney for signing of Bid (Annexure XII)	
12.	Format for Power of Attorney for Lead Member of {Consortium/Joint Venture} (Annexure XIII)	
13.	Pre-Contract Integrity Pact (Annexure XIV)	
14.	Copy of registration for the GST duly self-attested/ digitally signed	
